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**Counties of Amelia and Dinwiddie  
Joint PPEA Request for Proposals, RFP-19-050719**

**BROADBAND PROJECT**

This procurement is governed by the Virginia Public Procurement Act, the Purchasing Policies and Procedures of Amelia and Dinwiddie Counties, and the Guidelines for the PPEA for Amelia and Dinwiddie Counties, respectively. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

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Contact Information:

Questions concerning sealed proposals should be in writing addressed to

Hollie R. Casey  
Dinwiddie County

14010 Boydton Plank Road  
P O Drawer 70  
Dinwiddie VA 23841

(804) 469-4500 ext. 2150

or

[hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us)

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## 1. PURPOSE

Request for Proposals Prepared By:

**Hollie R. Casey**  
**Procurement Technician**

Request for Proposals Number:

**RFP-19-050719**

**Release date: May 7, 2019**

**Proposal Submission Deadline: June 11, 2019 at 2 p.m.**

### **PURPOSE**

The purpose of this Request for Proposals is to solicit sealed conceptual proposals from private partner(s) to design, build, operate and maintain a turnkey wireless broadband internet service available to government facilities, citizens and businesses in Amelia and Dinwiddie Counties. This solicitation is issued under the Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”), as amended.

If you are an individual with a disability and require a reasonable accommodation, please notify Hollie R. Casey at **(804) 469-4500 ext. 2150**, at least three working days prior to the date due.

**Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.**

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

## 2. BACKGROUND AND GOALS

The Counties of Dinwiddie and Amelia (each a “County” and together as the “Counties”) have issued this Request for Proposals (“RFP”) and are conducting this procurement pursuant to The Public-Private Education Facilities and Infrastructure Act of 2002, Section 56-575.1 *et seq.* of the *Code of Virginia*, as amended and the Counties’ Guidelines for Public-Private Education Facilities and Infrastructure Act of 2002, as revised, which can be found on the Counties’ websites.

The Counties of Amelia and Dinwiddie, Virginia are predominantly rural localities with production agriculture as the primary economic sector. These adjacent counties also have very limited broadband Internet service availability. Significant numbers of citizens and businesses are unable to access affordable high-speed Internet, which is necessary to remain a competitive and economically viable community. Both counties have spent significant time and resources evaluating their respective needs for this service and identifying public assets that could help facilitate a privately developed and operated broadband network. This RFP and associated attachments as well as additional information that may be obtained from the respective counties will provide Offerors with a comprehensive understanding of both the market demands and challenges, and the commitments each county is able to make should a firm be chosen for the projects described herein.

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## 2.1. Dinwiddie County Background

Dinwiddie County is a rural jurisdiction of 504 square miles with a population of approximately 28,000 located in south central Virginia. Rural communities are underserved when it comes to fast, reliable, internet. The County believes that the decision to live in a rural setting should not mean a family does not have the same technological opportunities as someone living in a city. Education alone demands ubiquitous access to broadband in order for students to do homework, access research material and school resources in pursuit of their education.

Currently, Dinwiddie County has three forms of broadband available to limited areas. Verizon DSL, Comcast Cable and Satellite. Satellite can be costly and less reliable, DSL is only available within 2 to 3 miles of a Central Office or remote terminal box and Comcast is only in the areas of the County with the highest population densities. Due to these physical or technological restraints, there is a void of internet access that would be well served by bringing a wireless ISP (WISP) into Dinwiddie County.

Dinwiddie County has performed Data Collection to determine what areas in the County are unserved and underserved and has inventoried various assets such as towers, water tanks, buildings, land, Loop Exchange Carriers and fiber optic routes that would assist a WISP in determining if the project would be feasible to pursue. This information is available for all Offerors to use in developing their proposals and business plan. Assets under county ownership or control will be made available at negotiated rates that should reduce costs to the chosen contractor.

## 2.2. Amelia County Background

Amelia County is a rural jurisdiction of 365 square miles with a population of approximately 12,900 located in south central Virginia. The County has approximately 66.8% of households that are reported to have broadband service at a maximum advertised speed of 10Mbps/1Mbps which is overstated due to FCC 477 reporting rules. The details of the current reported coverage will for provided. Amelia is primarily served by DSL technology.

The County has data from Virginia's RUOnline campaign conducted in the summer of 2016 that indicates demand for broadband access and improved capacity. The resulting findings of this survey analysis will be available.

Amelia had responses from 281 households which is a significant sample size providing confidence level of 95% (+/- 5.69%) in assumptions based on the data.

- 83% report needing improved services, indicating the current DSL service is inadequate for their needs.
- 13% report having no access to the Internet at all.
- 18% rely upon cellular or satellite.
- 20% of respondents represent businesses (53 responded to the survey).

In addition to the RUOnline campaign, Amelia sent out a survey to all 720 businesses with 255 responding:

- 81% of respondents state their current Internet service is inadequate to support their operations.

- 75% of respondents state the current Internet service is limiting growth.

The County has identified the following future capacity needs as related to community anchor institutions:

- The school's capacity (25Mb) is far below the national goal of 100Mb/1000 students + faculty at just 13.14Mb/1000. Fiber was built to the schools by Mid-Atlantic Broadband under ARRA (federal recovery act) funding in 2009 but is not currently being leveraged.
- The County complex needs more broadband capacity to support their local government operations and a new telephone system. The current phone system has 85 phones (Norte!), yet it will only support a handful of simultaneous phone calls and provides no caller-id information.
- The County library needs more capacity than they have today and they are paying a significant amount more per Mb than other rural libraries. The library provides 20 public access computers and this low capacity impacts the patrons' experience and applications they might otherwise leverage with improved connectivity.

Amelia County has performed Data Collection to determine what areas in the County are unserved and underserved and has inventoried various assets such as towers, water tanks, buildings, land, Loop Exchange Carriers and fiber optic routes that would assist a WISP in determining if the project would be feasible to pursue. This information is available for all Offerors to use in developing their proposals and business plans. Assets under county ownership or control will be made available at negotiated rates that should reduce costs to the chosen contractor.

### 2.3. Project Goal

The project goal is to design, construct, operate and maintain an affordable wireless internet/broadband network in 95% or more of the unserved and underserved areas of the Counties as identified. The attachments explain in further detail the unserved areas of each county and the prioritization of service deployment.

## 3. PROJECT INFORMATION

### 3.1. Provided by Counties

The Counties will provide the following assets to facilitate the deployment of a wireless broadband network. Please see Attachments for detailed maps and charts.

#### Dinwiddie:

- A. The County owns three (3) towers with potential space for use by the vendor at discounted monthly rent.
- B. There are four (4) water tanks located in Dinwiddie County with available space. These tanks are not owned by the County; however, the County can help facilitate authorization to use space on the tanks.
- C. The County is supported by five (5) fire stations which may consider the addition of a tower or pole at their location.

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- D. The County may, but is not required to, become an “Anchor Customer” by obtaining internet service for County and Public School facilities. A list of county facilities is listed in Attachment 2A.
  - E. Dinwiddie County currently does not use 4.9GHz Public Safety Spectrum and is willing to explore possibilities of using this spectrum as part of the project.
  - F. Dinwiddie County will waive any County permit fees related to this project. All other permitting fees will be the responsibility of the vendor.
  - G. Dinwiddie County will provide linkage from the County website on the “Public Utilities” page to help promote the awarded company.
  - H. The County has three (3) uninstalled towers that were donated to the County that are available of use. Details on these towers is included in Attachment 2M.
  - I. The County is currently in the design phase of a new Public Safety Radio Communication Project, which may include construction of new towers. These towers, to be constructed by others, may be available for use for this Broadband Project.

Amelia:

- A. County will share space on County owned property for construction of towers/poles including Fire Stations, Convenience Centers, IDA Park, and Ashman Tract.
- B. County is willing to appoint a single point of contact to the private partner(s) for permitting construction/deployment of broadband infrastructure.
- C. County is willing to waive local fees for broadband related infrastructure permitting and construction to the private partner(s).

3.2. Other Requirements and Information

- A. The backhaul provider shall peer in an Internet Exchange Point (IXP) located in Virginia.
  - B. It is the responsibility of the WISP to insure that any technology does not interfere with Dinwiddie County Airport or public safety operations, or with any other use on any towers or other facilities.
  - C. All equipment (including, but not limited to, CPE, WISP AP's and Antennas) shall meet FCC regulations.
  - D. All structural and electrical components shall meet all applicable federal, state and local codes.
  - E. A minimum of 10 vertical feet of free space on County owned towers must be reserved for future use, as well as enough ground space to accommodate future growth.
  - F. Mid Atlantic Broadband Corporation and Level 3 Communications have fiber that runs through both Counties.
  - G. Technology and equipment offered shall be of the latest and most up-to-date technology available on the general market, and shall meet or exceed the minimum speeds required. The successful Offeror will have demonstrated willingness to maintain the technology at the most advanced level throughout the contract. Should more advanced technology become available commercially, the successful Offeror shall prepare a plan to upgrade the equipment and technology or demonstrate that the existing equipment and technology remains sufficiently equivalent. Failure to upgrade equipment and technology within reasonable time will be grounds for contract termination. The option of the Counties as to lack of performance pertaining to this section will be final and without appeal.
  - H. The network must maintain an industry standard level of security over all network segments during normal operation, without undue burdens being placed on authorized users while
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accessing the network. From an operational standpoint, subscribers shall enjoy the same minimum level of network security as the private and commercial network subscribers.

- I. Constructor shall construct all new towers necessary to achieve the project goals. All towers paid for by County funds shall remain the ownership of the Counties.

3.3. Project Funding

Dinwiddie and Amelia, jointly, were awarded a matching grant through the Tobacco Region Revitalization Commission for broadband services in the amount of \$1,708,090 (with \$1,024,854 for Dinwiddie and \$683,236 for Amelia). With the one-to-one matching funds from Dinwiddie and Amelia Counties, there is currently approximately \$3.4 million available for this project (\$2,049,708 for Dinwiddie and \$1,366,472 for Amelia). As a condition of receiving the grant, the Counties and awarded contractor will be required to abide by the Letter of Agreement with the Tobacco Region Revitalization Commission, the general form of which is attached as Attachment 1.

3.4. Preproposal Conference

**A mandatory pre-proposal conference will be held May 20, 2019 at 2 p.m.** in the Board Room of the Government Center, 14010 Boydton Plank Road, Dinwiddie, VA 23841. The purpose of this conference is to allow the County to provide a brief summary of the project and potential proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Any changes resulting from this conference will be issued in a written addendum to the solicitation.

3.5. Tentative Procurement Schedule

The Counties anticipate conducting this procurement in accordance with the schedule set forth below. The schedule is subject to revision and the County reserves the right to modify the schedule at any time.

<b>Milestone</b>	<b>Date</b>
Issue RFP	May 7, 2019
Mandatory Pre-Proposal Conference	May 20, 2019 at 2 p.m.
Deadline to submit questions	June 3, 2019 by 5 p.m.
Issue responses to questions	June 5, 2019
Proposal deadline; Posting of proposals	June 11, 2019
Public hearings	June 18, 2019 Dinwiddie June 19, 2019 Amelia
Announce Offerors to be interviewed	June 20, 2019
Interviews	June 20-21, 2019
Negotiate Comprehensive Agreement	July 16-17, 2019
Approval of Comprehensive Agreement by Counties' Boards of Supervisors	August 20-21, 2019

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#### **4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

##### **4.1. General Instructions**

- A. In order to be considered for selection, offerors must submit a complete response to this RFP. Three (3) hardcopy proposal submittals (one original and two copies) and one electronic copy via CD-ROM or USB jump drive (to include a complete copy of the proposal and a redacted copy) shall be submitted. No other distribution of the proposal shall be made by the offeror.
- B. Proposals shall be marked and submitted in a sealed envelope properly identified as directed in the Section 5.2 "Identification of Proposal Envelope".
- C. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- D. Proposals shall be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- E. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the end of the proposal and designated as additional material.

- F. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall"

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requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- G. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- H. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- I. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.

The Counties are not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Counties. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Counties will schedule the time and location of these presentations.

- J. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

#### 4.2. Specific Proposal Instructions

Proposals shall be submitted in a sealed envelope or package. Conceptual Design Proposals should be as thorough and detailed as possible so that the Counties may properly evaluate your capabilities to provide the Counties' needs. Offerors are required to submit the following items as a complete proposal.

##### A. Qualification and Experience:

- 1. Identify the name, title, address, phone number, and email of the individual who will serve as the point of the contract for the Offeror.

2. Identify the full name and legal structure of the firm or consortium of firms making the proposal (i.e. corporation, partnership, joint venture, limited liability corporation.). Identify the organizational structure for the project, the management approach, and how each participant and major subcontractor in the structure fit into the overall team.
3. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project, including experience with design and construction of high-speed Internet facilities and infrastructure, including but not limited to communications towers, design and installation of a high-speed wireless network and operation of a WISP. Describe the length of time in business, length of time in business as a WISP, business experience, public sector experience, and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project. Provide a list of past projects that have been completed by the same team proposed for this project.
4. For each subcontractor that will be utilized in the Project, provide a list of the firm's prior projects and clients for the past three (3) years and contact information for the same (name, address, telephone number, email address). If a firm has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10), but shall first include all projects similar in scope and size to the project and, second, it shall include as many of its most recent projects as possible.
5. Provide a current or most recent audited financial statement for the firm or firms, or a compiled financial statement in the event that an audited financial statement is not available. Provide a sworn certificate for each firm in the project team attesting that it has not declared bankruptcy, nor operated under another entity name that declared bankruptcy, within the past 10 years.
6. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.2-3100 et seq.).
7. Provide a sworn certification for each firm in the project team that neither the firm nor its partners on the project is currently debarred or suspended by any federal, state or local government entity, nor have its principals operated as another entity that is so debarred or suspended.

**B. Conceptual Design Proposal**

1. Provide a detailed description of the proposed system, equipment and tower locations. This description may include:
  - i. Mark-up of existing drawings to show where equipment is to be located including tower, ground-space and customer premises equipment.
  - ii. Proposed network map indicating licensed and unlicensed equipment.

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- iii. Predicted RF Propagation maps showing coverage, signal strength and number of households.
      - iv. Any maps, drawings, or diagrams submitted with the proposal must be in color.
      - v. Equipment warranty information
      - vi. Acceptance Test Plan outlining test to be performed to demonstrate proof of performance and final system acceptance by the County.
    2. Description of the services to be provided/offered to subscribers
    3. Description of the proposed partnering agreement with Amelia and Dinwiddie Counties.
    4. Provide your timeline for completion and any phasing proposed. Include how you will complete the Project within the TRRC Grant deadlines.
    5. State assumptions related to ownership, legal liability, operation of the project.
    6. Conceptual Design Proposals shall be as thorough and detailed as possible to enable the Counties to properly evaluate your capabilities to provide the services. Conceptual design proposals will be posted on the Counties' websites according to provisions of the PPEA. Should Offerors include any confidential or proprietary information in its Conceptual Proposal, the Offeror may also provide a redacted version for public posting. Please see Virginia Code Section 2.2-3705.6(11)(b) for details on what can be classified as proprietary.
  - C. Cost Estimate. In a separate sealed envelope, provide a complete schedule of cost for the project to include, but not limited to, the following:
    1. Cost for design, construction and implementation of project to include your ability to complete the project goal within the budget of \$2,049,708 for Dinwiddie and \$1,366,472 for Amelia.
    2. Proposed monthly or yearly rent schedule to be paid for county towers and other public facilities.
    3. Cost of services for user:
      - i. The minimum contract period for subscriber data services and whether a month-to-month option is available.
      - ii. Monthly service rates for residential, small office, and businesses.
      - iii. Cost of subscriber equipment, if any.
      - iv. Standard shipping, if any, for subscriber equipment. Cost of overnight or expedite shipping.
      - v. Cost of on-site installation.
      - vi. Activation fees, if any.
      - vii. Cancellation fee schedule.
5. Acceptance of Proposals / Award of Contract
- 5.1. Certain Eligibility Requirements
- A. Virginia License – The Offeror must have and provide copies of the firm's licenses required by the Commonwealth of Virginia to complete this project to include license(s) through the Department of Professional Occupational and Regulations.
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- B. USAC Registration – The Offeror shall be registered with the Universal Services Administrative Company (USAC) and have a Service Provider Identification Number (SPIN). This requirement is necessary to support schools, libraries and other institutions that are eligible to receive financial support for internet connectivity and other services through the federal “e-Rate” program. If Offeror is not registered at the time of proposal submission, they will be required to register within 60 days of contract award. Instructions for registration can be found at <http://www.usac.org/sl/service-providers/default.aspx>.
- C. State Corporation Commission Registration - In order to contract with the Counties, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to Section 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. The Counties may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

5.2. Identification of Proposal Envelope

The complete and signed proposal must be returned in an envelope or package, sealed and identified as follows:

- Name and Address of Offeror
- Due Date – June 11, 2019 at 2 p.m.
- RFP Number – 19-050719
- RFP Title – Broadband Project

The envelope should be addressed to:

Attn: Hollie R. Casey  
County of Dinwiddie  
14010 Boydton Plank Road  
P.O. Drawer 70  
Dinwiddie, VA 23841

If a proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation.

5.3. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the procurement agent whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date**. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at <http://www.dinwiddieva.us>, on the Purchasing page.

5.4. Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

5.5. Receipt and Opening of Proposals

5.5.1. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.

5.5.2. The provisions of §§ 2.2-4342 and 2.2-3705.6(11)(b) of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

5.5.3. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

5.5.4. Proposals will be opened privately.

5.6. Evaluation Criteria

Proposals will be evaluated by the Counties using the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations.

1. Experience and qualifications.
2. Financial stability.
3. Proposed system, equipment and services to be provided.
4. Proposed timeline and the ability to complete project within TRRC Grant deadlines.
5. Project cost and the ability to complete Project within the budget.
6. Successful completion of similar projects.
7. Responsiveness and completeness of the proposal.

5.7. Detailed Phase

Following receipt and review of proposals, the Counties may, but need not, proceed to the Detail Phase with one or more Offerors. In this Detail Phase, the Offeror(s) will be invited to submit a detailed proposal, focusing on the development strategy and team, assumptions behind the project, necessary public government support, the impact on the County, the project's financial

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feasibility, and such other and further information as the offeror may submit or the Counties may request.

5.8. Award of Contract

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria in Section 5.6. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted, the Counties shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the Counties determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. No contract will be awarded until the minimum 30 days have passed after the public hearing as required under the PPEA.

5.9. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the Counties will announce such award of a contract or decision to award a contract on the following websites: Dinwiddie - [www.dinwiddieva.us](http://www.dinwiddieva.us), Purchasing page; Amelia - [www.ameliacova.com](http://www.ameliacova.com), Bids and RFPs Section; and eVA – [www.eva.virginia.gov](http://www.eva.virginia.gov). Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Hollie R. Casey, 14010 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 ([hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us)) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

5.10. Comprehensive Agreement

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the County. The parties may enter into an Interim Agreement as permitted under the PPEA first, however. The comprehensive agreement shall define the rights and obligations of the County and the selected proposer with regard to the project. Any such comprehensive agreement, and any amendment thereto, shall be approved by both County Board of Supervisors. Payment, performance and tower leasing bonds will be required for construction.

5.11. Indemnification

Contractor agrees to indemnify, defend and hold harmless the Counties and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Counties or to failure of the Counties to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the contractor on the materials, goods, infrastructure or equipment delivered. The Counties will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract from this procurement. By submitting a proposal, the Offeror agrees to not request such clauses in the resulting contract.

**5.12. Reservation of County Rights**

As set forth in the PPEA Guidelines, the Counties reserve all rights available to them by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

- A. Reject any and all proposals at any time;
- B. Terminate consideration or evaluation of any and all proposals at any time;
- C. Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;
- D. Negotiate with a proposer without being bound by any provision in its proposal;
- E. Negotiate with fewer than all proposers at any given time;
- F. Request and/or receive additional information regarding any proposal;
- G. Issue addenda to and/or cancel the RFP;
- H. Revise, supplement or withdraw all or any part of these Guidelines;
- I. Assess, retain and/or waive any and all fees required to be paid by proposers in accordance with these Guidelines;
- J. Request revisions to conceptual or detailed phase proposals.

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## ATTACHMENTS

This section summarizes the data collection that has been done by the Counties.

1. Grant Award Agreement
2. Dinwiddie County
  - a. Dinwiddie County Owned Facilities
  - b. Communication Towers
  - c. Water Tanks
  - d. Dinwiddie Schools
  - e. GIS Plot of Towers
  - f. GIS Plot of Towers with Population
  - g. Teleco Central Offices and Remote Terminals
  - h. MBC Fiber Networks
  - i. LIT Fiber Networks
  - j. Giga Parks
  - k. Composite Exiting Broadband-Wireline/Cable
  - l. Windstream Fiber Optic Network
  - m. Specifications for Donated Towers
3. Amelia County
  - a. Amelia County Infrastructure and maps
  - b. Cable, DSL and Vertical Assets Map
  - c. Fixed Wireless Map
  - d. Population Map
  - e. Virginia's RUOnline campaign findings

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**LETTER OF AGREEMENT - GRANT FUNDS – RESTRICTED FUNDS - UNRELATED**

This Grant Agreement (this “Agreement”) made and entered the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the **Tobacco Region Revitalization Commission**, a body corporate and political subdivision of the Commonwealth of Virginia (the “Commission”), and **Dinwiddie County** (the “Grantee”) and \_\_\_\_\_ (the “Company”) whose Federal Employer Identification Number is \_\_\_\_\_.

WITNESSETH:

**WHEREAS**, the Virginia General Assembly created the Commission to, among other things, stimulate the economic growth and development of tobacco-dependent communities in the Southside and Southwest regions (the “Region”) of the Commonwealth of Virginia (the “Commonwealth”), and

**WHEREAS**, the Grantee has submitted an application, which by this reference is incorporated herein and made a part of this Agreement (the “Application”), to the Commission for funding to acquire, construct, improve, equip, furnish and/or otherwise undertake the project entitled **Regional Broadband Initiative: Dinwiddie and Amelia Counties** described on **Exhibit A** attached hereto (the “Project”), and

**WHEREAS**, the Commission, in reliance upon the information set forth in the Application, has determined that the Project benefits the Region and is consistent with and in furtherance of the Commission’s public purposes and approved a grant to the Grantee in the amount of **\$1,708,090.00** (the “Grant”) on March 8, 2018 (the “Award Date”) to fund the Project, the approval and funding of such Grant the Commission has determined constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant, and

**WHEREAS**, the Commission and the Grantee desire to set forth their understanding and agreement as to the use of the Grant and the obligations of the Grantee regarding the use of the Grant,

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant, covenant and agree as follows:

**1. Definitions.** The following capitalized terms used in this Agreement have the meanings set forth below:

“**Authorized Expenditures**” means the expenditures to be paid by or on behalf of, or reimbursed to, the Grantee in connection with the Grant as set forth in the Project Budget.

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**“Capital Expenditure”** means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treas. Regs. §1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

**“Commission-Related Party”** means a Person that is a Related Party to the Commission, the Issuer or the Commonwealth.

**“Controlled Group”** means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of this definition.

(i) The determination of direct control is made on the basis of all the relevant facts and circumstances. One entity or group of entities (the controlling entity) generally controls another entity or group of entities (the controlled entity) for purposes of this definition if the controlling entity possesses either of the following rights or powers and the rights or powers are discretionary and non-ministerial—

(A) The right or power both to approve and to remove without cause a controlling portion of the governing body of the controlled entity; or

(B) The right or power to require the use of funds or assets of the controlled entity for any purpose of the controlling entity.

(ii) If a controlling entity controls a controlled entity under the test set forth in paragraph (i) of this definition, then the controlling entity also controls all entities controlled, directly or indirectly, by the controlled entity or entities.

(iii) An entity is not a controlled entity under paragraph (i) of this definition if the entity possesses substantial taxing, eminent domain, and police powers. For example, a city possessing substantial amounts of each of these sovereign powers is not a controlled entity of the state (Commonwealth).

**“501(c)(3) Organization”** means any Person described in Section 501(c)(3) of the Tax Code and exempt from tax under Section 501(a) of the Tax Code.

**“Governmental Person”** means a state or local governmental unit as defined in Treas. Regs. § 1.103-1 or any instrumentality thereof. The federal government and its agencies and instrumentalities are not Governmental Persons.

**“Issuer”** means the Tobacco Settlement Financing Corporation, a public body corporate and an independent instrumentality of the Commonwealth.

**“Loan”** means any transaction that is generally characterized as a loan for federal income tax purposes. A Loan may arise from the direct lending of money or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed within the meaning of Treas. Regs. § 1.141-5. Certain leases, management contracts and other contractual

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arrangements and certain prepayments for property or services may constitute Loans under Treas. Regs. § 1.141-5.

**“Person”** means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership, or any other entity (including a governmental entity).

**“Related Person”** shall have the meaning set forth in Section 144(a)(3) of the Tax Code. For purposes of Section 144(a)(3) of the Tax Code, a Person is a Related Person to another Person if—

(A) the relationship between such Persons would result in a disallowance of losses under Section 267 or 707(b) of the Tax Code, or

(B) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Tax Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

**“Tax Code”** means the Internal Revenue Code of 1986, as amended, and the applicable provisions of the regulations of the U.S. Department of Treasury promulgated thereunder.

**“Tobacco Bonds”** means the Tobacco Settlement Asset-Backed Bonds, Series 2005, which were issued by the Issuer on May 16, 2005, and have a stated final maturity date of June 1, 2037, and the Tobacco Settlement Asset-Backed Bonds, Series 2007 B, C, and D which were issued by the Issuer on May 3, 2007, and have a stated final maturity date of June 1, 2047.

**“Working Capital Expenditure”** means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

**2. Source of Grant Funds; Reliance.** The Grantee represents that it understands that the Grant funds are derived from the proceeds of the Tobacco Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, “tax-exempt”) pursuant to both (i) Virginia law and (ii) contractual covenants made by the Commission, the Issuer and the Commonwealth for the benefit of the owners of the Tobacco Bonds. The Grantee further represents that (a) the undersigned authorized representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Tax Code as they relate to the Tobacco Bonds and the Grant, and (b) the representations and warranties contained in this Section and throughout this Agreement can be relied on by the Commission, the Issuer and bond counsel for the Commission and Issuer in executing certain documents and rendering certain opinions in connection with the Tobacco Bonds.

**3. Nature of Grantee.** The Grantee represents that it is neither a Commission-Related Party nor an agent of the Issuer, the Commission or the Commonwealth. A true, correct and complete copy of the Grantee’s charter, articles of incorporation or similar governing instrument is attached hereto as **Exhibit D** and is in full force and effect on the date hereof. If the Grantee is a 501(c)(3) Organization, a copy of its IRS determination letter shall also be attached as part of **Exhibit D** hereto. The Grantee will not make any changes to its governing documents or structure, funding or operations during the term of the Tobacco Bonds that would or may cause the Grantee

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to become a Commission-Related Party or an agent of the Issuer, the Commission or the Commonwealth.

**4. Project and Budget; Nature of Authorized Expenditures.** The Grantee agrees to use the Grant for that portion of the Project not being paid from other sources as set forth in the budget for the Project attached hereto as **Exhibit B** (the "Project Budget"). No portion of the Grant shall be used by the Grantee for any purpose whatsoever other than to pay or to reimburse Authorized Expenditures with respect to the Project without the prior written approval of the Executive Director of the Commission (the "Executive Director"). No material changes shall be made in the scope of the Project or to the Project Budget without the prior written approval of the Executive Director. Any document signed by the Executive Director accepting a change in the scope of the Project or to the Project Budget shall set forth with specificity the accepted change. If the maximum authorized amount of the Grant exceeds the amount necessary to complete the Project, the excess shall not be disbursed to the Grantee but shall remain with the Commission or, if previously disbursed, be returned to the Commission within thirty (30) days of the earlier of the completion of the Project or the expiration of this Agreement.

The Grantee represents, warrants and covenants as follows:

(a) All Authorized Expenditures will be Capital Expenditures. No Authorized Expenditure will be a Working Capital Expenditure.

(b) Other than as described in Sections 12 and 13 below, the Grant does not impose on the Grantee any obligation or condition to directly or indirectly repay any amount (in cash, property or services or otherwise) to the Commission, the Issuer, the Commonwealth or any Commission-Related Party.

(c) No Authorized Expenditure will represent, nor will the Grant involve, the use by the Grantee of any portion of the Grant funds, directly or indirectly, (i) to make or finance a grant or a Loan to a Commission-Related Party or (ii) to refund, redeem or pay debt service on the debt obligations (including without limitation any tax-exempt bonds) of the Grantee or any other Person.

(d) No part of the assets to be financed by the Grant will be used by the Commission, the Issuer, the Commonwealth or other Commission-Related Party pursuant to a lease, a management or service contract, output contract, or pursuant to any other arrangement conveying special legal entitlements for the use of such assets that is comparable to a lease, a management or service contract or an output contract, such as an arrangement conveying priority rights to the use or capacity of a Grant-financed asset.

The average reasonably expected economic life of the assets to be financed by the Grant is set forth in **Exhibit E** attached hereto.

The Grantee agrees to cause the Project to be acquired, constructed, improved, equipped, furnished and/or otherwise undertaken as described in **Exhibit A** and will cause the Project to be completed on or before the expiration of this Agreement. The Grantee represents and warrants that Grant funds and funds available (subject to future appropriations) from the other sources

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specified in the Project Budget, and if necessary additional appropriations (which are subject to future appropriations), will be sufficient to cause the Project to be completed.

The Grantee agrees to comply with any applicable governmental requirements pertaining to the Project and the use and application of Grant funds provided hereunder, including but not limited to, applicable requirements of the Virginia Public Procurement Act (Virginia Code Section 2.2-4300 *et seq.*, as amended) but only as and to the extent required by any such governmental requirements, and the Commission shall not in any way be responsible for determining the extent, to which any such governmental requirements apply to this Grantee.

**5. Payment of Grant Funds.** Subject to the terms of this Agreement, including but not limited to, satisfaction by the Grantee, in the sole discretion of the Commission, of the conditions set forth on Exhibit C attached hereto, the Grant shall be disbursed to the Grantee on a reimbursement basis upon submission of a signed payment request on the Commission's then current form ("Payment Request Form") with adequate supporting documentation. The Grantee agrees to comply with the Commission's General Funding Policies, Grant Disbursement Guidelines and Guidelines for Advance of Funds as adopted by the Commission as in effect from time to time and applied in the sole discretion of the Commission. Expenses incurred prior to the Award Date are not eligible for reimbursement. Prior to any disbursement, the Commission shall have on record documentation from the Grantee designating the officers, employees or agents authorized to make a reimbursement request (such documentation may be in the form of a resolution or minutes of the Grantee appointing such designee). Reimbursement requests shall be submitted not more frequently than quarterly, unless the Commission otherwise agrees. Appropriate supporting documentation shall be attached to all Payment Request Forms and may include, but is not limited to, invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project and consistent with the Project Budget. The Grantee shall also provide appropriate supporting documentation of the expenditure and application of any required matching funds for the Project as set forth on Exhibit C attached hereto. The Commission may in its sole discretion refuse to make a disbursement if the documentation is not adequate or if such disbursement does not appear to be within the Project Budget or otherwise contrary to or in violation of the provisions hereof. The Commission in its sole discretion may refuse to disburse any funds to the Grantee if the Grantee has previously received a grant award and a final grant report for the previous grant award has not been received by the Commission.

The Grantee may request in writing an advance of up to twenty-five percent (25%) of the Grant if the Grantee lacks sufficient funds to commence the Project. Approval of such request shall be in the sole discretion of the Commission and shall be available no earlier than ninety days (90) prior to the start of the Project. If an advance is disbursed, the Grantee may request additional disbursements only upon submission of signed Payment Request Forms with adequate documentation demonstrating the use of the advance in accordance with the provisions of this Agreement.

**6. Quality of Work.** The Commission, and its members, employees and agents, shall have the right to inspect the Project at reasonable times from time to time. Upon a determination that the quality of work done or the progress toward completion of the Project is unsatisfactory,

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the Commission may take whatever action is necessary to preserve the integrity of the Grant and its original intended purpose, including but not limited to, the actions set forth in Section 12 of this Agreement. The Project may be monitored through on-site visits by representatives of the Commission or in any other manner deemed appropriate by the Executive Director.

**7. Parties' Relationship.** In connection with the award or the administration of the Grant, the Commission does not and shall not assume any liability for any financial or other obligations of the Grantee made to third parties, whether or not related to the Project. The Grantee shall provide written notice to all vendors, contractors and any other party retained to work on the Project that neither the Commission nor the Commonwealth shall be liable for the Project or any payment failure or other obligation related thereto. Such written notice shall provide that by accepting work on the Project, all such vendors, contractors and other parties release and relinquish the Commission and the Commonwealth from any claim which might otherwise be asserted, and that each party accepting such work thereby indemnifies and holds the Commission, and its members, employees and agents, harmless against any and all such obligations; and further, that if any action is brought against the Commission, or its members, employees or agents, the party accepting such work shall be liable for all legal expenses and other costs related to such action. The Grantee is and will be acting as an independent contractor in the performance of the Project, and agrees to be responsible, where found liable and to the extent not covered by insurance or specified by statute, for the payment of any claim for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its members, employees or agents in connection with the performance of the Project. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commission or the Commonwealth.

The Grantee shall at all times protect, indemnify and hold the Commission, the Issuer, the Commonwealth and the owners of the Tobacco Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the Tobacco Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending any Indemnatee or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any Indemnatee in connection therewith.

**8. Recordkeeping.** The Grantee shall maintain proper books of record and account with respect to the Grant and the Project in which accurate and timely entries shall be made in accordance with generally accepted accounting principles, consistently applied, during the term of this Agreement. Grant funds shall be held in a separate and segregated account (the "Fund") and the Fund shall reflect all activity of the Grant funds received for the Project, itemized by category of expenses in the same manner as in the Project Budget. The Grantee shall retain all invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project. All books of record and account and all records

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of receipts and expenditures with respect to the Grant and the Project and copies of Payment Request Forms with supporting documentation and annual and final reports submitted to the Commission shall be retained for at least three (3) years after the later of the completion of the Project or the expiration of this Agreement. The Commission, and its members, employees and agents, shall have the right at reasonable times from time to time to inspect and make copies of the books and records of the Grantee and the Fund.

**9. Annual Reports.** The Grantee shall submit to the Commission annual financial and narrative reports reflecting activity in the Fund and progress made toward completion of the Project. Annual financial reports shall be presented on the Commission's grant reporting form then in effect (the "Grant Reporting Form"). Annual narrative reports shall indicate the progress made toward achieving the goals of the Grant and shall be submitted with the Grant Reporting Form. Annual reports shall be due one year from the Award Date and annually thereafter until the Project is complete. The Commission reserves the right to request additional information to supplement the information provided in the Grant Reporting Form or the annual narrative reports, including but not limited to, the Grantee's audited financial statements.

**10. Final Report.** The Grantee shall provide a final financial and narrative report to the Commission upon submission of the final payment request. The final report shall contain the type of information contained in the annual reports, including a narrative as to the success of the Project and a description of the long-term achievements and expectations for the Project. The Commission may withhold disbursement of the final payment until receipt of a final report that is in all respects satisfactory to the Commission. After the completion of the Project and expiration of this Agreement, the Commission may in its sole discretion require additional reporting on the long-term achievements and expectations of the Project.

**11. Interim Reports.** In addition to the annual reports and final report required by Sections 9 and 10 of this Agreement, the Commission may reasonably request that the Grantee submit additional or interim information from time to time to ensure that the provisions of this Agreement are properly carried out, administered and enforced.

**12. Misuse of Award; Rights of Commission.** If the Commission determines that any part of the Grant has been used for a purpose other than to pay or reimburse Authorized Expenditures with respect to the Project or that the Grantee has failed to comply with any material term or condition or obligation of the Grantee in this Agreement, including but not limited to, the Grantee making in any material respect a false or misleading statement or other written or oral representation, warranty or statement furnished or made to the Commission in this Agreement, the Application or otherwise, the Commission in its sole discretion may withhold any further disbursements to the Grantee and, in addition:

- (a) rescind the Grant by written notice to the Grantee, in which event the Grantee shall be obligated to return to the Commission, within five (5) days following receipt of such notice, an amount, from legally available funds, equal to all Grant payments received pursuant to this Agreement, plus interest from the date of receipt of such notice at the prime rate set forth in the Wall Street Journal on the date of such notice;

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(b) require the Grantee to take whatever action at law or in equity the Commission may direct in order to recover any Grant funds not used for the actual payment of costs related to the Project and consistent with the Project Budget, and comply with any procedures that the Commission may direct in order to prevent further improper use of the Grant;

(c) take any other action as necessary to preserve the integrity of the Grant and to preserve Grant funds for appropriate uses;

(d) determine that the Grantee is ineligible to receive future grant funding through the Commission;

(e) withhold any and all disbursements requested by the Grantee from the Commission under any other grant previously approved by the Commission; and/or

(f) take such judicial action as is necessary to collect any amounts owed, including legal action for breach of this Agreement, pursuant to this Section or as otherwise provided in this Agreement.

The Commission reserves the right to modify or withhold any disbursement of Grant funds if the Commission in its sole discretion determines that it is necessary in order to protect the purposes and objectives of the Commission and the Grant or to comply with any law or regulation applicable to the Commission, the Grant and/or the Grantee.

**13. Sale or Encumbrance; Security Interest.** Until the Commission has determined that the public purposes of the Grant have been satisfied, none of the assets or property acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered to any party other than the Company, the Counties of Dinwiddie or Amelia, the Industrial Development Authorities of Dinwiddie and Amelia, and any broadband authorities established by Dinwiddie or Amelia Counties without the prior written approval of the Executive Director. In the event that such asset or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the Executive Director, the Commission may assert its interest in the asset or property to recover the Commission's share of the value of such asset or property and/or recover from the Grantee, unless otherwise prohibited by law.

The Grantee hereby pledges, delivers and assigns to the Commission and, as its interests may be, to the Grantee, a security interest in, to and on all property purchased with the Grant, which security interest shall be held by the Commission and, as applicable, the Grantee to secure the Grantee's full performance under this Agreement. Upon the request of the Commission and, as applicable, the Grantee, the Grantee will execute, provide and sign all documents necessary to establish and/or perfect Commission's and, as applicable, the Grantee's security interest in such property, including deeds of trust, supplemental deeds of trust, amendments or modifications hereto, financing statements, continuation statements or other instruments and documents which may be reasonably required from time to time. The Commission will release its security interest upon the Grantee's full performance under this Agreement, including, without limitation, the Grantee's full

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compliance with all reporting requirements required herein, and once the Commission has determined that the public purposes of the Grant have been satisfied.

**14. Press Releases.** The Grantee agrees that it shall not issue any press releases or other public statements regarding the Grant without the prior written consent of the Commission.

**15. Future Funding.** The Grant provided pursuant to this Agreement shall not be deemed to be an actual or implied promise of the Commission to fund the Project except as provided for herein. No representation by the Commission, or its members, employees or agents, shall be binding unless set forth in writing and signed by the Executive Director. In addition to the other remedies provided by law or in this Agreement, if the Grantee fails to comply with the terms of this Agreement, the Project shall not be entitled to additional funding by the Commission.

**16. Entire Agreement.** To the extent there are inconsistencies between this Agreement and its supporting documents, including the Application and the exhibits attached hereto, this Agreement shall control. This Agreement expresses the entire understanding and all agreements between the Commission and the Grantee and may not be modified except in a writing signed by the Commission and the Grantee.

**17. Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by the applicable laws of the Commonwealth. The venue of any judicial action shall be in the Circuit Court of the City of Richmond, Virginia, and such litigation shall only be brought in such court.

**18. Limitation of Commission's Liability.** Nothing herein shall be deemed to be a covenant, agreement or obligation of a present or future member of the Commission or of an employee or agent of the Commission. No member, employee or agent of the Commission shall incur any personal liability with respect to any action taken by him or her pursuant to this Agreement.

**19. Severability.** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**20. Public Documents.** Unless specifically exempted pursuant to the Virginia Freedom of Information Act (Virginia Code Section 2.2-3700 *et seq.*, as amended), all reports, documents, financial data and other information provided to the Commission shall be public records.

**21. Notices.** Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications pursuant to this Agreement shall be in writing and shall be deemed received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee) to (a) the Commission at 701 East Franklin Street, Suite 501, Richmond, Virginia 23219, Attention: Executive Director, or (b) the Grantee at the address set forth below.

**22. Conditional Funding.** In the event that disbursement of Grant funds is contingent upon the happening of an event or events described in **Exhibit C** attached hereto that have not yet

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occurred as of the Award Date, the Commission may withdraw the Grant if such event or events have not been substantiated with appropriate documentation satisfactory to the Commission within twelve (12) months of the Award Date. This Agreement is subject to the availability of Commission funds. If such funds become unavailable and the Commission is unable to obtain sufficient funds, this Agreement shall be amended or terminated, as appropriate.

**23. Expiration.** Thirty-six (36) months after the Effective Date, the Grant shall be automatically rescinded with respect to all funds not yet disbursed by the Commission, unless an extension is granted in writing by the Commission. Provided that good faith efforts are made towards the completion of the Project, a one-year administrative extension shall automatically be granted by the Commission.

**24. Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned, by operation of law or otherwise, by the Grantee without the prior written consent of the other parties hereto. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**25. Survival.** The rights and remedies available to the Commission shall survive any expiration or termination of this Agreement, including but not limited to, Sections 7, 10, 12, 13 and 25.

**26. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

*[Remainder of this page intentionally left blank.]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia

Signature of Executive Director: \_\_\_\_\_

Printed Name of Executive Director: Evan Feinman

Date: \_\_\_\_\_

Grantee Information

Dinwiddie County

Signature of Grantee's Chief Executive: \_\_\_\_\_

Printed Name of Grantee's Chief Executive: \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Federal ID # \_\_\_\_\_

Co-Applicant

[Co-Applicant]

Signature of Grantee's Chief Executive: \_\_\_\_\_

Printed Name of Grantee's Chief Executive: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A**

**Description of Project**

Dinwiddie County has requested this grant to establish a wireless broadband solution such that at the conclusion of the project, more than 95% of the households of each of Dinwiddie and Amelia will have access to reliable and affordable internet service. This funding would be used as generally set forth in Exhibit B.

Without limiting other ways in which the goal of this project may be accomplished, the goal of the project shall be deemed to have been completed for either or both counties involved if 95% of the Target Census Blocks in such county have been provided with access to reliable and affordable internet service according to FCC Form 477 data.

For the purposes of this Agreement, "Target Census Blocks" shall mean the populated census blocks of the counties that are unserved or underserved as of December 2016 according to FCC Form 477 data.

If a portion of the goal is achieved, then any clawback initiated by the Commission against the County or Grantee shall be limited pro-rata by the portion of the goal that is achieved.

ATTACHMENT 1  
GRANT AWARD AGREEMENT

---

**Exhibit B**

**Project Budget**

ATTACHMENT 1  
GRANT AWARD AGREEMENT

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**Exhibit C**

**Grant Conditions**

1. No less than 50% of the total Project Budget shall be funded by non-commission sources and satisfactory evidence thereof submitted to the Commission prior to disbursement of any Commission money. Un-approved applications to other funding sources are not satisfactory evidence.

ATTACHMENT 1  
GRANT AWARD AGREEMENT

---

**Exhibit D**

**Governing Documents of Grantee**

Attach charter, articles of incorporation or similar governing instruments, also attach IRS determination letter if a 501(c)(3) Organization

ATTACHMENT 1  
GRANT AWARD AGREEMENT

---

**Exhibit E**

DETERMINATION OF AVERAGE REASONABLY EXPECTED  
ECONOMIC LIVES OF PROJECT ASSETS

The Tax Code limits the length of average maturity for certain tax-exempt bonds, such as the Tobacco Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. In this Exhibit, the Grantee will determine the average reasonably expected economic life of the assets being financed by the Grant.

There are two safe harbors in determining "economic life": the ADR midpoint life under IRS Revenue Procedures 83-85 and 87-56 and the guideline life under IRS Revenue Procedure (in the case of structures). For the purposes hereof, the reasonably expected economic life of an asset is to be determined as of the date the asset is expected to be placed in service. You may wish to consult your accountant in completing this Exhibit. Commission staff can provide copies of the above-referenced Revenue Procedures.

Please complete the attached Schedule as follows:

**Step 1.** Please list each of the assets comprising the Project to be financed or refinanced by the Grant funds by describing them in Column I. At the minimum, the assets should be broken down as "Land," "Land Improvements," "Building," and "Equipment." In Column II, indicate whether each asset will be acquired, constructed, installed, renovated, etc.

**Step 2.** In Column III, set forth the corresponding total cost of each asset to be paid with Grant funds. Any amounts shown on the Project Budget as "Contingency" should be assigned to the shortest-lived asset.

**Step 3.** In Column IV, set forth the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and availability for a specifically assigned function.

**Step 4.** In Column V, set forth in years the ADR midpoint life or the guideline life of each asset listed in Column I, in accordance with the following:

*Land.* If any portion of the Grant funds will be used to finance land, Commission staff should be consulted to determine the economic life to be assigned. In most cases, Commission staff will direct you to assign the land an economic life of 0 and to exclude the land from the economic life calculation.

If land improved with one or more existing buildings will be acquired, please allocate the purchase price between the land and buildings and furnish the Commission with a copy of a recent appraisal of the relative value of the land and buildings to support your allocation.

ATTACHMENT 1  
GRANT AWARD AGREEMENT

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*Buildings.* A guideline life must be determined under Revenue Procedure 62-21 for any building to be financed with the Grant. Forty years is the guideline life for most buildings. Based on the nature of the particular building, your accountant or Commission staff will assist you in determining whether another guideline life is more appropriate. Each building includes the structural shell of the building and all integral parts thereof, equipment which services normal heating, plumbing, air conditioning, fire prevention and power requirements, and equipment such as elevators and escalators.

*Equipment.* Please select a ADR midpoint life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in Revenue Procedures 83-35 and 87-56 is used for reference.

To use the table, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Working Capital.* Working Capital Expenditures are ineligible for Grant funding.

**Step 5.** In Column VI, adjust the ADR midpoint or guideline life for each asset by adding the amount of time (in years) between May 16, 2005 (the closing date of the Tobacco Bonds) and the in-service date specified in Column IV. For example, if a building with a guideline life of 40 years will be placed in service one year and six months after May 16, 2005, the adjusted economic life for such building in Column VI should be 41.5

**Step 6.** In Column VII, show with respect to each asset the product of the respective entry in Column III multiplied by the respective entry in Column VI.

**Step 7.** Total all of entries in Column III and Column VII.

**Step 8.** Divide the Column VII Total by the Column III Total. The quotient is the average reasonably expected economic life of the assets to be financed with Grant funds as part of the Project.

ATTACHMENT 1  
GRANT AWARD AGREEMENT

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INFORMATION SCHEDULE  
REASONABLY EXPECTED ECONOMIC LIVES  
OF PROJECT FACILITIES

	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII
	DESCRIPTION OF ASSETS INCLUDED IN THE PROJECT	ACQUISITION, CONSTRUCTION, INSTALLATION, RENOVATION, ETC.	TOTAL COST TO BE FINANCED BY GRANT	IN SERVICE DATE	GUIDELINE OR ADR MIDPOINT LIFE	ADJUSTED ECONOMIC LIFE	COLUMN III X COLUMN VI
1	Land Improvements	Constructed					
2	Equipment	Installed					
3							
4							
5							
6							
			Total: \$1,708,090				Total: \$

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE:

## ATTACHMENT 2A

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### List of Dinwiddie County Owned Facilities

Public Safety Building 13850 Courthouse Road Dinwiddie, VA 23841	Ragsdale Community Center 20916 Old School Rd McKenney, VA 23872	Dinwiddie Convenience Center 13542 Boydton Plank Rd Dinwiddie, VA 23841
Government Center 14010 Boydton Plank Road Dinwiddie, VA 23841	McKenney Gym 10207 Melvin B Alsbrook Ave McKenney, VA 23872	Old Stage Convenience Center 14475 Old Stage Rd Dinwiddie, VA 23841
Pump House 14012 Boydton Plank Road Dinwiddie, VA 23841	Dinwiddie Fire Station - #1 13516 Boydton Plank Road Dinwiddie, VA 23841	Ford Convenience Center 8701 Claystreet Road Ford, VA 23850
Pamplin Building 14016 Boydton Plank Road Dinwiddie, VA 23841	Ford Fire Station- #2 13402 Cox Road Church Road, VA 23833	Wilson Convenience Center 2025 Springston Road Wilson, VA 23894
Dinwiddie County Courthouse 14008 Boydton Plank Road Dinwiddie, VA 23841	McKenney Fire Station - #3 10507 Doyle Boulevard McKenney, VA 23872	Dinwiddie County Animal Pound 10903 Wheelers Pond Road Dinwiddie, VA 23841
Information Technology 13910 Courthouse Road Dinwiddie, VA 23841	Namozine Fire Station - #4 3913 Pelham Avenue N Dinwiddie, VA 23803	House 13814 Courthouse Road Dinwiddie, VA 23841
Dinwiddie County Historic Courthouse 14101 Boydton Plank Road Dinwiddie, VA 23841	Old Hickory Fire Station - #5 25813 Courthouse Road Stony Creek, VA 23882	
ARLS Library – Dinwiddie Branch 14103 Boydton Plank Road Dinwiddie, VA 23841	Dinwiddie County Waste Management 10817 Wheelers Pond Road Dinwiddie, VA 23841	
Dinwiddie County Sheriff's Office 14230 Sycamore Drive Dinwiddie, VA 23841 <b>Vacant</b>	Landfill Trailer 10853 Wheelers Pond Road Dinwiddie, VA 23841	
Sheriff's Office Training Center 10209 Boydton Plank Road Dinwiddie, VA 23841	Rohoic Convenience Center 22578 Airport Drive N Dinwiddie, VA 23803	
Eastside Enhancement Center 7301 B Boydton Plank Road N. Dinwiddie, VA 23803	McKenney Convenience Center 11206 Marguerita D. Ragsdale St McKenney, VA 23872	
Dinwiddie Sports Complex 5850 R. B. Pamplin Drive Sutherland, Virginia 23885	Old Hickory Convenience Center 19522 McKenney Highway Stony Creek, VA 23882	
	Hart Road Convenience Center 19900 River Road Sutherland, VA 23885	

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# ATTACHMENT 2B

## Communication Towers

Site #	ASR#	Owner	Location	Type	Latitude	Longitude	AGL	G.E.	Slots	Low Slot	Potential	Notes
Din-001	1011479	SEC	Dinwiddie, VA.	Guyed Lattice	37-05-01.0N	077-34-06.0W	235	268	4	90	Excellent BB	Contact: SEC : Mike Bender : (434)-645-2390
Din-002	1016125	Crown Castle	Tranquility Drive, Dinwiddie, VA.	Guyed Lattice	37-08-58.5N	077-35-50.0W	275	244	5	100	Excellent BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-003	1016126	Crown Castle	Rt. 1, DeWitt, VA.	Guyed Lattice	37-01-50.5N	077-37-13.2W	280	175	5	100	Excellent BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-004	1016127	Crown Castle	6501 Cox Road, Hebron, VA.	Guyed Lattice	37-08-28.1N	077-47-31.8W	275	352	5	100	Excellent BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-005	1016965	VEPCO	Reams, VA.	3-Leg SS Lat.	37-05-07.5N	077-24-22.1W	225	200			No Go	Contact: VEPCO Operations Dept.
Din-006	1016966	VEPCO	Carson, VA.	Guyed Lattice	37-05-16.8N	077-24-28.4W	400	210	4	100	Good BB	Contact: VEPCO Operations Dept.
Din-007	1017465	Pet. Cell Part. -Verizon	Old VAughn Road, Dinwiddie, VA.	Guyed Lattice	37-04-32.1N	077-32-38.8W	255	195	4	100	Good BB	Contact: (800)-852-2671 : Verizon Wireless
Din-008	1017537	TV6, LLC	DeWitt, VA.	Guyed Lattice	37-00-57.5N	077-40-12.8W	250	175	4	90	Excellent BB	Contact: (800)-875-5109 : www.towerventures.com
Din-009	1017845	COVA	Halifax Road, Petersburg, VA.	3-Leg SS Lat.	37-09-27.0N	077-24-52.0W	360	196	4	90	Excellent BB	Contact: VSP
Din-010	1024083	Pet. Cell Part. -Verizon	Petersburg, VA.	3-Leg SS Lat.	37-11-33.7N	077-27-47.8W	185	188	4	90	Excellent BB	Contact: (800)-852-2671 : Verizon Wireless
Din-011	1024227=1261576	Am. Twr/Pos. Alt. Radio	Cherry Hill Road, DeWitt, VA.	4-Leg SS Lat.	36-56-39.9N	077-37-12.7W	325400	344	6	100	Excellent/Hut	Contact: (877)-282-7483 : www.amreicantower.com
Din-012	1027299	Pet. Cell Part. -Verizon	Court House Road, Dinwiddie County, VA.	Guyed Lattice	37-11-35.1N	077-39-10.5W	300	280	6	100	Excellent BB	Contact: (800)-852-2671 : Verizon Wireless
Din-013	1032275	Norfolk-Souther RR	Poole Siding, VA.	Guyed Lattice	37-09-53.0N	077-40-48.0W	290	275	5	100	Good BB	Norfolk-Southern Radio Shop
Din-014	1056211	Crown Castle	4904 Station Road, Sutherland, VA.	3-Leg SS Lat.	37-12-10.0N	077-35-08.0W	190	290	5	90	Good BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-015	1059007	Crown Castle	10613 Quaker Road, Dinwiddie, VA.	Guyed Lattice	37-07-47.1N	077-31-37.5W	225	216	5	100	Good BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-016	1059350	Subcarrier Com.	Danville, VA.	Guyed Lattice	37-02-58.0N	077-48-39.0W	310	385	5	90	Excellent/Hut	Contact: 139 White Oak Ln, Old Bridge NJ 08857 (732)-607-2828 : www.subcarrier.com
Din-017	1201845	SBA	McKenney, VA.	3-Leg SS Lat.	36-59-28.6N	077-42-31.9W	250	328	5	90	Good	Contact: (800)-487-7483 : www.sbasites.com
Din-018	1207288	SBA	Walker's Mill Road, Dinwiddie, VA.	3-Leg SS Lat.	36-56-33.8N	077-32-30.8W	250	183	5	90	Good	Contact: (800)-487-7483 : www.sbasites.com
Din-019	1208879	SBA	Brills Road/Whitmore Road, McKenney, VA.	3-Leg SS Lat.	37-02-35.9N	077-49-41.6W	265	275	6	200	Good	Contact: (800)-487-7483 : www.sbasites.com
Din-020	1229601	Mid Atlantic Twr.	McKenney, VA.	Guyed Lattice	36-57-40.8N	077-42-45.6W	330	247	5	100	Excellent BB	Contact: Mid Atlantic Tower Corp : (800)-945-7252 : Charlie Grigg
Din-021	1229801	Amer. Tower	Gravelly Run, Dinwiddie, VA.	3-Leg SS Lat.	37-06-27.1N	077-32-07.3W	240	310	5	100	Good BB	Contact: (877)-282-7483 : www.amreicantower.com
Din-022	1230743	Amer. Tower	Dinwiddie County, VA.	Monopole	37-10-03.9N	077-30-07.5W	140	174	4	80	Good BB	Contact: (877)-282-7483 : www.amreicantower.com
Din-023	1231702	Crown Castle	Lundy's Road, Dinwiddie, VA.	3-Leg SS Lat.	37-03-51.6N	077-35-06.5W	215	234	4	90	Good BB	Contact: (877)-486-9377 : www.crowncastle.com
Din-024	1232063	Amer. Tower	Vulcan Quarry, Petersburg, VA.	Monopole	37-11-47.9N	077-30-22.5W	135	150			Poor	Contact: (877)-282-7483 : www.amreicantower.com
Din-025	1232636	Amer. Tower	Elttick, VA.	3-Leg SS Lat.	37-11-21.5N	077-28-25.0W	175	216	4	90	Good BB	Contact: (877)-282-7483 : www.amreicantower.com
Din-026	1234057	Norfolk-Souther RR	Petersburg, VA.	3-Leg SS Lat.	37-11-48.5N	077-30-35.0W	40	185	1		No Go	Norfolk-Southern Radio Shop
Din-027	1234249	Subcarrier Com.	West Zilles Road, Blackstone, VA.	4-Leg SS Lat.	37-07-10.0N	077-52-08.0W	165	478	5	75	Excellent/Hut	Contact: 139 White Oak Ln, Old Bridge NJ 08857 (732)-607-2828 : www.subcarrier.com
Din-028	1234275	SBA	McKenney, VA.	4-Leg SS Lat.	37-05-18.0N	077-34-40.0W	165	175	4	75	Excellent/Hut	Contact: (800)-487-7483 : www.sbasites.com
Din-029	1249103	SBA	Wilsons, VA	3-Leg SS Lat.	37-08-47.2N	077-48-59.1W	190	351	5	80	Excellent	Contact: (800)-487-7483 : www.sbasites.com
Din-030	1255792	Pet. Cell Part. -Verizon	Dabney Mill Road, Petersburg, VA.	3-Leg SS Lat.	37-08-42.6N	077-30-36.2W	245	200	4	80	Excellent	Contact: (800)-852-2671 : Verizon Wireless
Din-031	1261825	SBA	Rawlings Drive, Petersburg, VA.	monopole	37-12-55.0N	077-26-45.0W	150	147	4	80	Good	Contact: (800)-487-7483 : www.sbasites.com
Din-032	1288669	Amer. Tower	Wells Road, Ford, VA.	Monopole	37-10-04.3N	077-46-58.3W	290	352	6	100	Excellent	Contact: (877)-282-7483 : www.amreicantower.com
Din-033	VA879796	Crown Castle	13025 Cox Road, Poole Siding, VA.	3-Leg SS Lat.	37-09-54.5N	077-40-41.9W	185	328	5	100	Good	Contact: (877)-486-9377 : www.crowncastle.com
Din-034	NA	SEC	Old Stage Road Substation, Reems, VA.	3-Leg SS Lat.	37-05-27.5N	077-28-43.5W	115	120	2	80	Good	Contact : SEC: mike Bender: (434)-645-2390
Din-035	VA5800107	Crown Castle	8312 Halifax Road, Petersburg	Monopole	37-09-26.6N	077-24-51.7W	195	186	5	80	Good	Contact: (877)-486-9377 : www.crowncastle.com
Din-036	TBD	Verizon	7300 Claiborne Road, Sutherland	Monopole	37-10-20.8N	077-32-44.3W	195	260	4	80	Good	Contact: (800)-852-2671 : Verizon Wireless
Din-037	TBD	Verizon	21002 Walkers Pond Road, Sutherland	Monopole	37-12-13.8N	077-32-40.7W	195	265	4	80	Good	Contact: (800)-852-2671 : Verizon Wireless
Din-038	TBD	Verizon	Glebe Road, Dewitt, VA	Monopole	37-04-42.5N	077-41-35.1W	195	251	4	80	Good	Contact: (800)-852-2671 : Verizon Wireless
Din-039	TBD	Verizon	Flat Foot Road, Dinwiddie	Monopole	37-00-47.3N	077-30-14.7W	195	210	4	80	Good	Contact: (800)-852-2671 : Verizon Wireless
Din-040	1024083	Dinwiddie County	25410 Weakly Road, North Dinwiddie, VA	3-Leg SS Lat.	37-11-33.7 N	077-27-47.8 W	138	185	1	100	Good	Contact: Dinwiddie County, (804) 469-4500
Din-041	NA	Dinwiddie County	14230 Sycamore Drive, Dinwiddie, VA	3-Leg SS Lat.	37-04-32.0 N	077-35-15.3W	200	150	1	100	Good	Contact: Dinwiddie County, (804) 469-4500
Din-042	NA	Dinwiddie County	10817 Wheelers Pond Road, Dinwiddie, VA	Guyed Lattice	37-07-22.1 N	077-37-27.8 W	200	195	1	100	Good	Contact: Dinwiddie County, (804) 469-4500
Din-043	1234275	Dinwiddie County	13516 Boydton Plank Road, Dinwiddie, VA	3-Leg SS Lat.	37-05-09.2 N	077-34-47.6 W	248	165	1	100	Good	Contact: Dinwiddie County, (804) 469-4500

These are proposed towers, but have not yet been approved by the Dinwiddie Planning Commission as of 5/11/16.

This tower has a minor structural issue.

## ATTACHMENT 2C & 2D

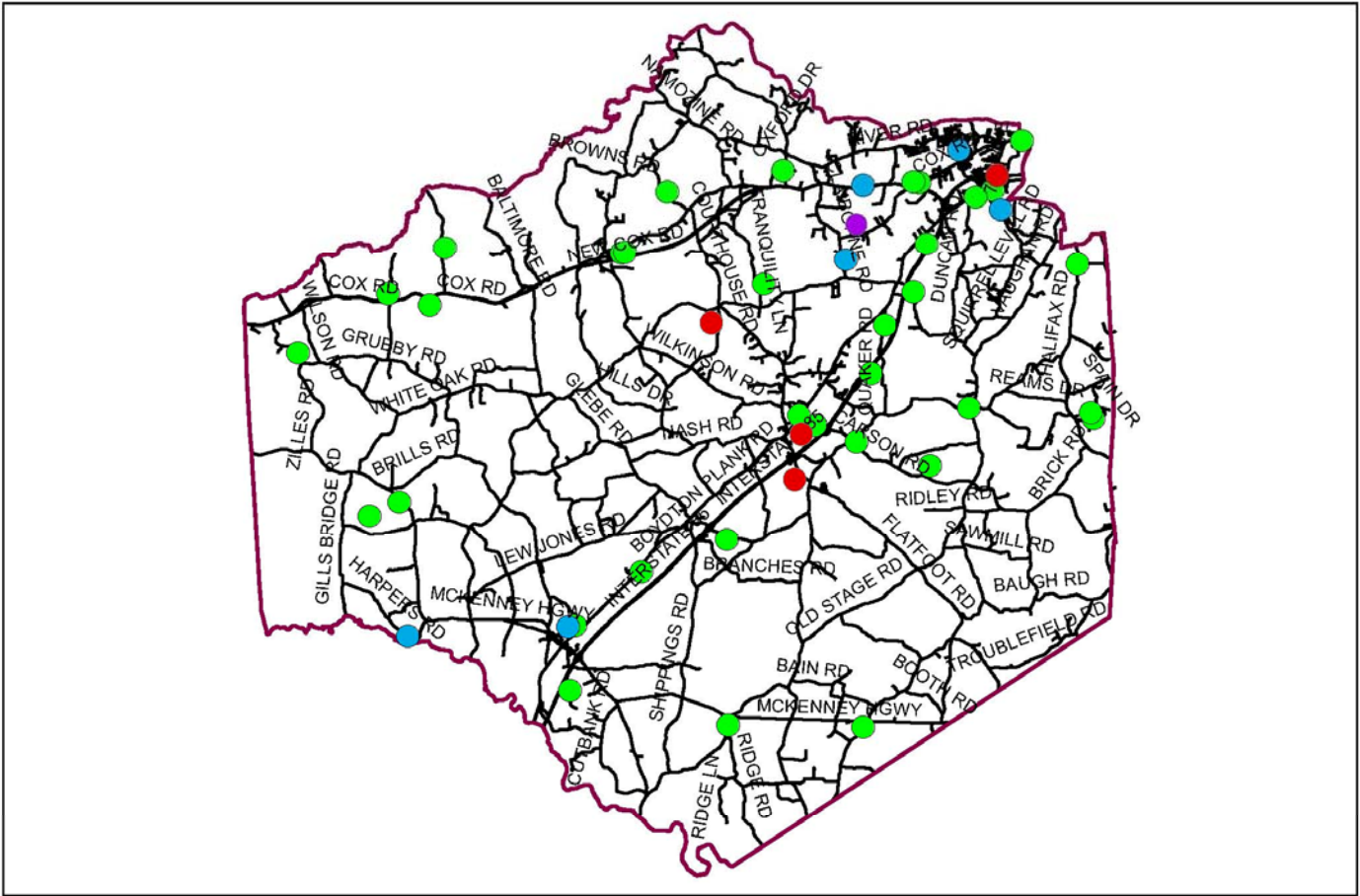
### Dinwiddie Water Tanks

Site #	ASR#	Owner	Location	Type	Latitude	Longitude	AGL	G.E.	Slots	Low Slot	Potential	Notes
Din-140	Water Tank	Din Co Water Authority	Unicut Road, McKenney, VA.	4-Leg	36-59-26.7N	077-42-47.9W	150	328	4	80	Excellent	Contact: Dinwiddie Co Water Authority: Robert Wilson
Din-141	Water Tank	Town of McKenney	Town Hall, McKenney, VA.	4-Leg	36-59-12.1	077-48-22.2W	150	329	4	80	Excellent	Contact: Town of McKenney
Din-142	Water Tank	County of Prince George	Richard Bland College, Petersburg, VA.	Pedestal	37-09-38.5N	077-23-57.3W	175	157	4	80	Excellent	Contact: County of Prince George
Din-143	Water Tank	Din Co Water Authority	Tower Road, Petersburg, VA.	4-Leg	37-12-41.2N	077-28-58.4W	150	155	4	80	Excellent	Contact: Dinwiddie Co Water Authority: Robert Wilson
Din-144	Water Tank	Din Co Water Authority	(Walmart) Cox Road, Dinwiddie, VA.	4-Leg	37-11-43.6N	077-32-19.3W	150	239	4	80	Excellent	Contact: Dinwiddie Co Water Authority: Robert Wilson
Din-145	Water Tank	Industrial Park	Etrick, VA.	Pedestal	37-11-00.0	077-27-31.3W	180	158	1	180	Excellent	TBD

### Dinwiddie County Schools

Site #	ASR#	Owner	Location	Type	Latitude	Longitude	AGL	G.E.	Slots	Low Slot	Potential	Notes
ES#1	Dinwiddie Elem. School	Din. County Public Schools	13811 Boyton Plank Road, Din. VA 23841	property	37-04-50.6 N	077-34-54.8 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
ES#2	Sutherland Elem. School	Din. County Public Schools	6000 R. B. Pamplin Drive, Sutherland, VA. 23885	property	37-11-18.8 N	077-32-36.7 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
ES#3	Midway Elem. School	Din. County Public Schools	5511 Midway Road, Church Road, VA 23833	property	37-11-45.9 N	077-36-53.7 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
ES#4	Sunnyside Elem. School	Din. County Public Schools	10203 Sunnyside Road, McKenney, VA 23832	property	36-59-13.8 N	077-43-39.9 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
ES#5	Southside Elem. School	Din. County Public Schools	10305 Boydton Plank Road, Dinwiddie, VA 23841	property	37-07-46.4 N	077-32-03.3 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
MS#1	Dinwiddie Middle School	Din. County Public Schools	11608 Courthouse Road, Dinwiddie, VA 23841	property	37-06-42.7 N	077-35-15.2 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
HS#1	Dinwiddie High School	Din. County Public Schools	11501 Boisseau Road, Dinwiddie, VA 23841	property	37-06-48.6 N	077-34-59.8 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools
CO#1	Historic Southside HS	Din. County Public Schools	12318 Boydton Plank Road, Dinwiddie, VA 23841	property	37-06-11.38 N	077-33-47.1 W	0		0	0	Excellent	Contact: Dinwiddie County Public Schools

GIS Tower Plots



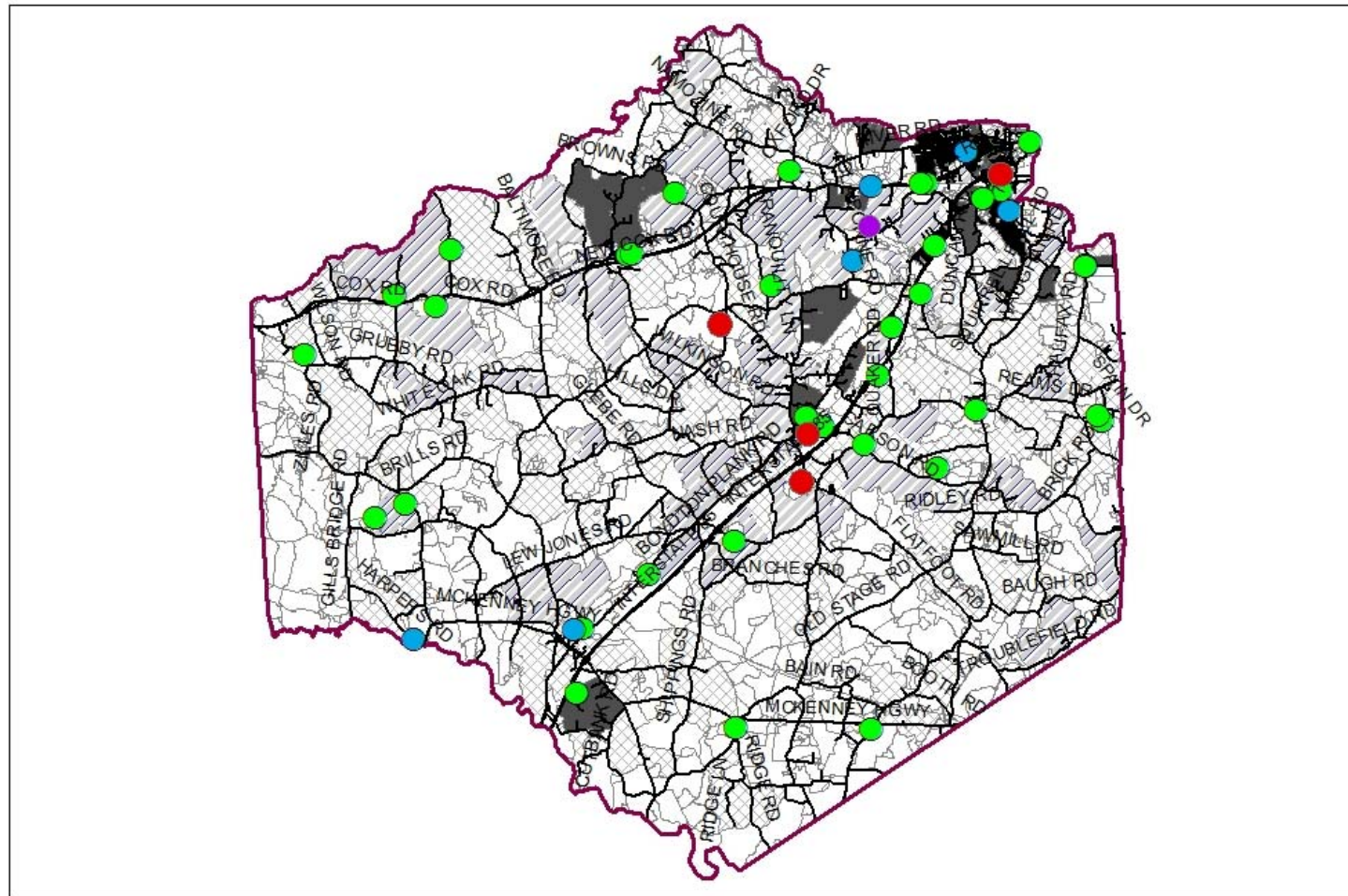
**Tower Map  
Dinwiddie County VA**

- Existing Cell Towers
- Existing Water Towers
- County Owned Cell Towers
- Proposed Cell Tower

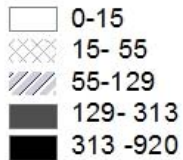


# ATTACHMENT 2F

## GIS Population Plot

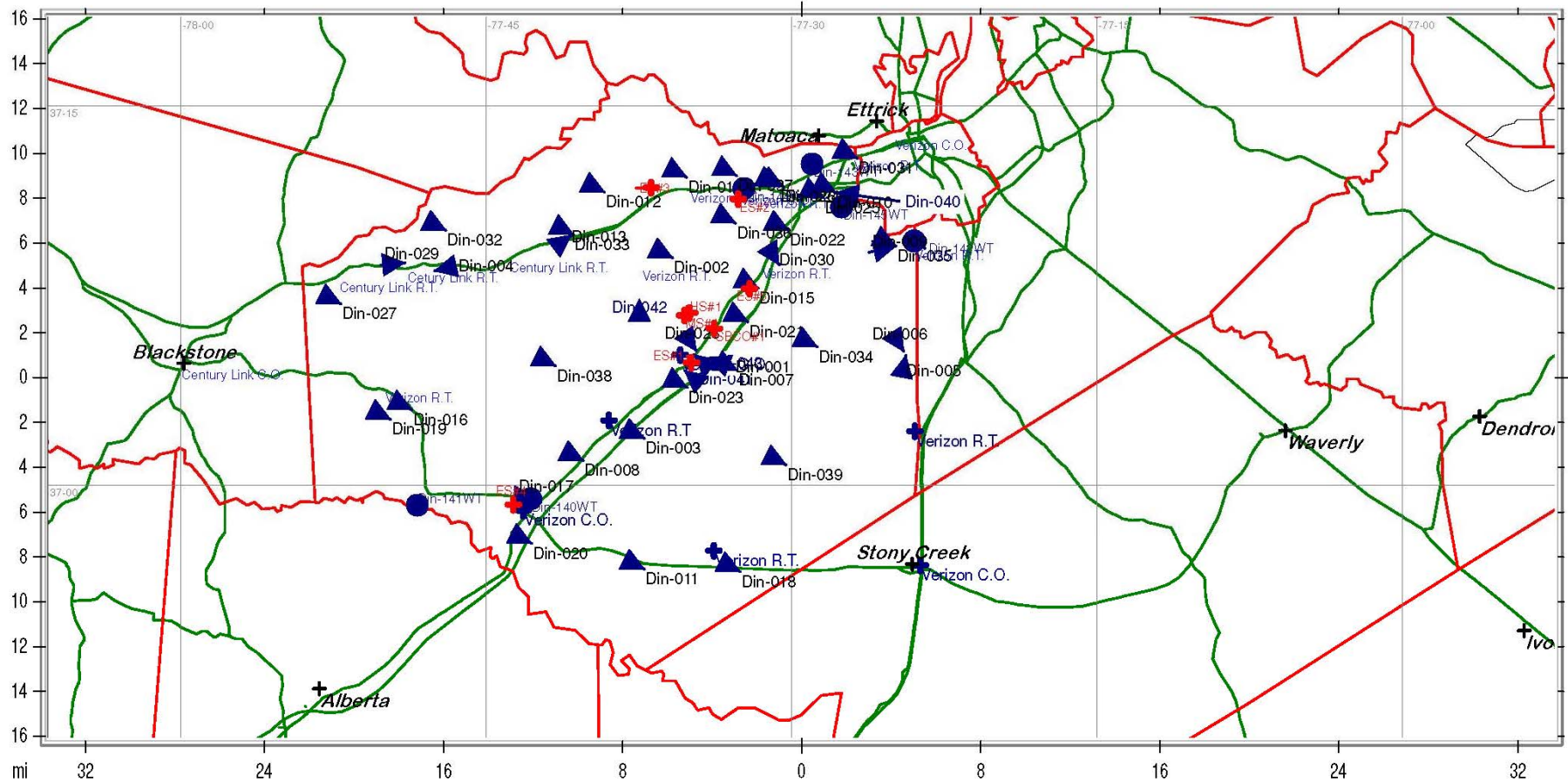


2010 Census  
Dinwiddie County VA  
Population -People by Block  
with towers - DRAFT 8.11.15



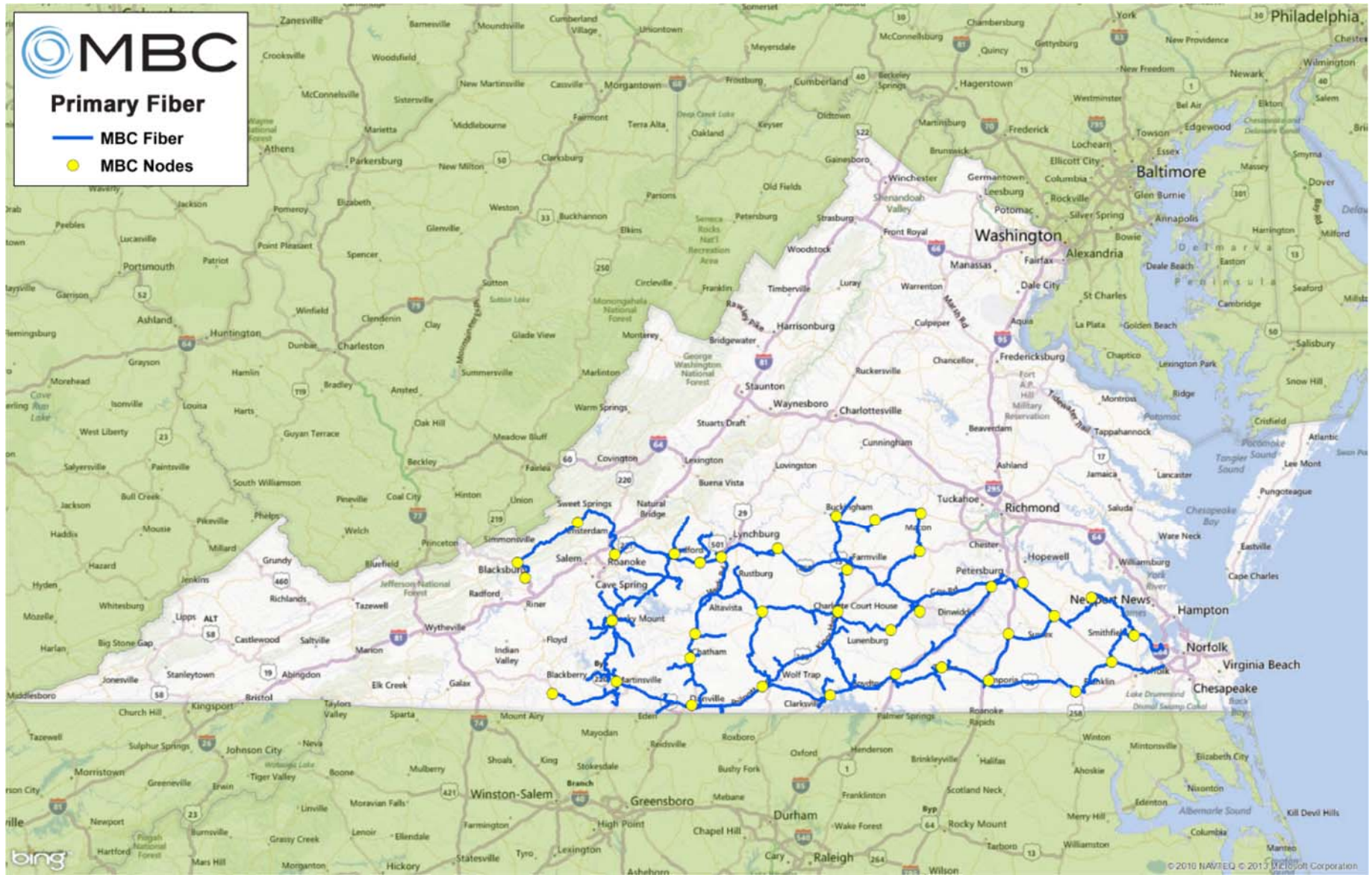
# ATTACHMENT 2G

## Telco Central Offices and Remote Terminals (Verizon and Century Link)



## ATTACHMENT 2H

### MBC Fiber Network



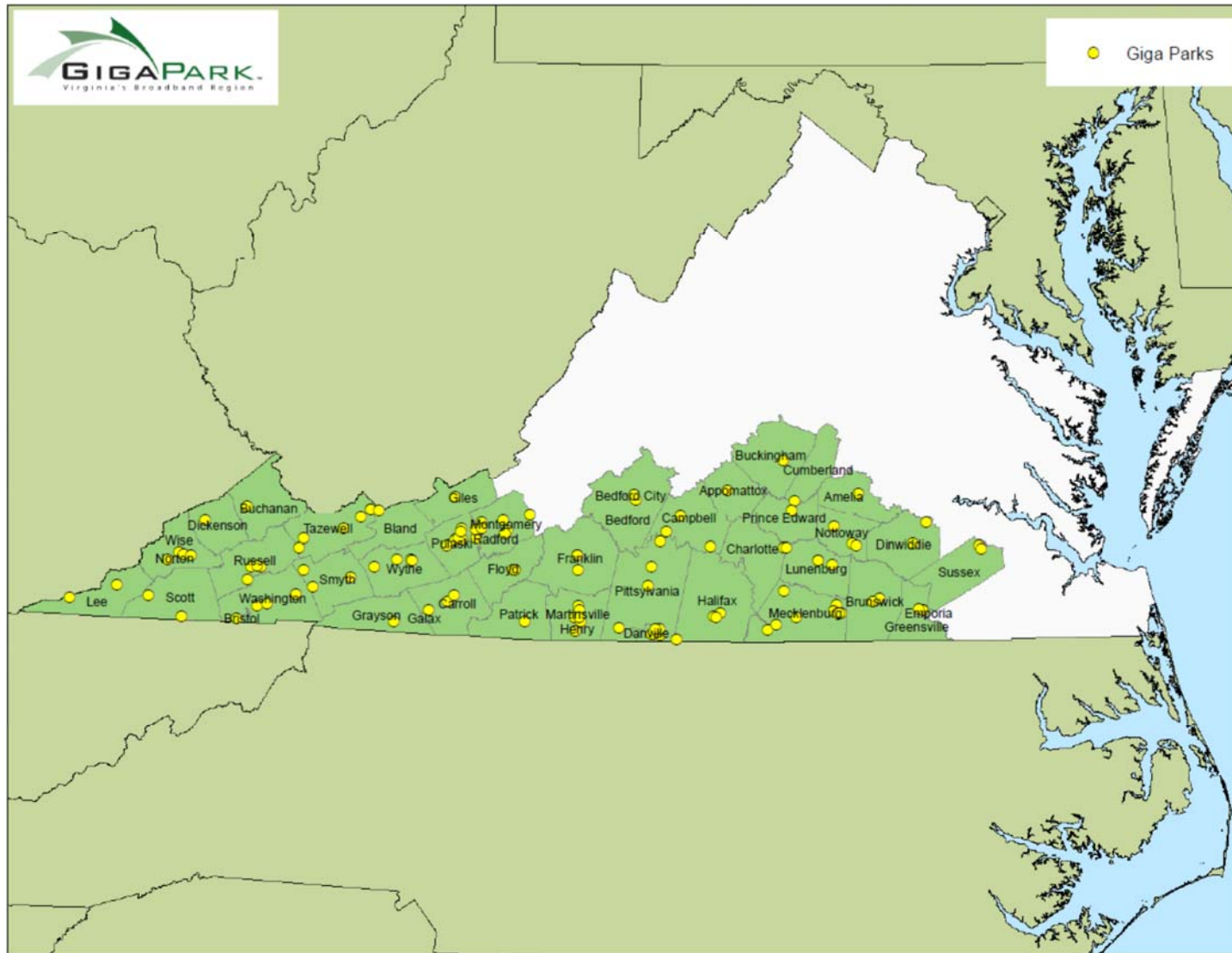
## ATTACHMENT 2I

### LIT Networks – Fiber



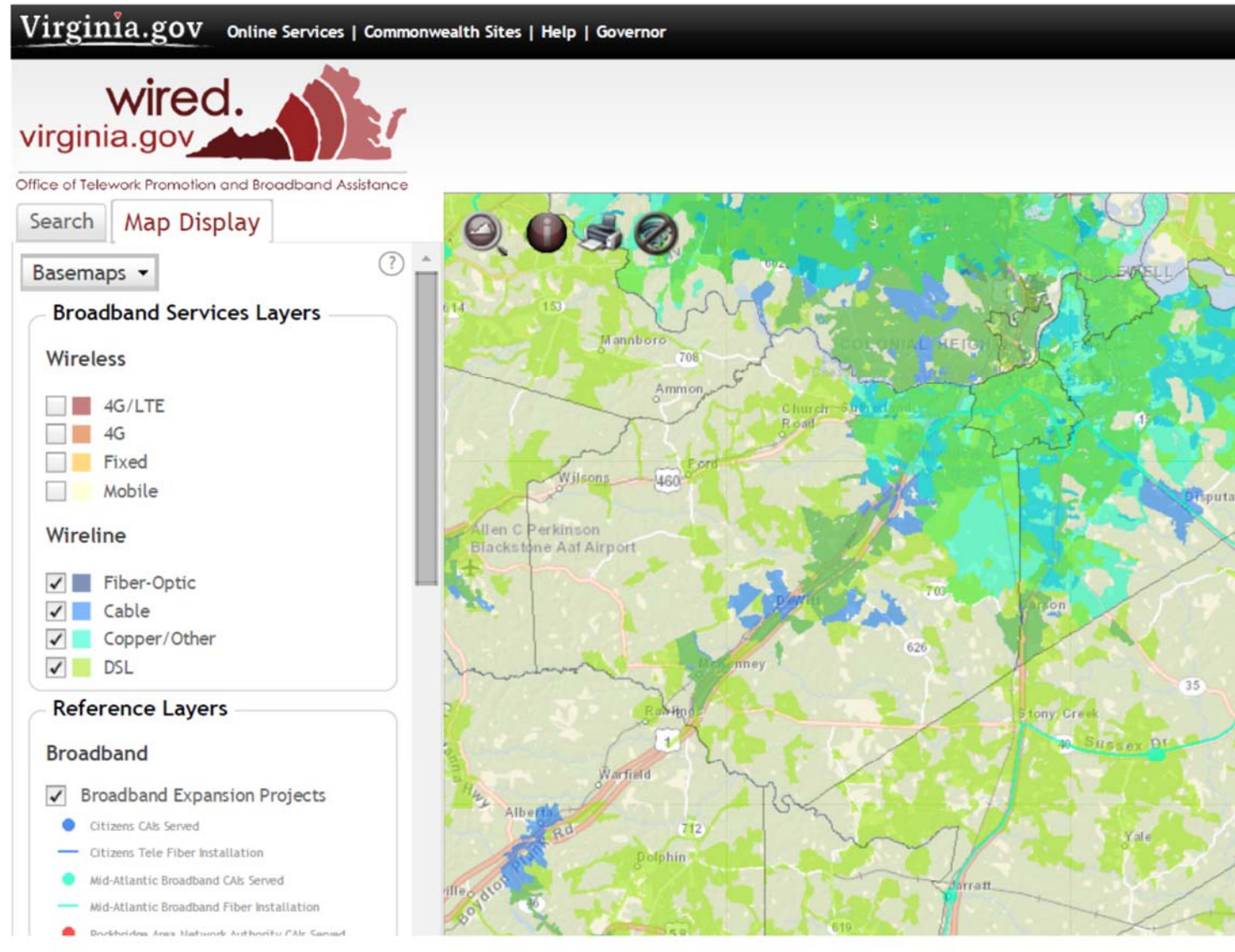
## ATTACHMENT 2J

### Giga Parks – Dinwiddie County



## ATTACHMENT 2K

### Composite Existing Broadband – Wireline/Cable



## Windstream Fiber Optic Network – Dinwiddie County

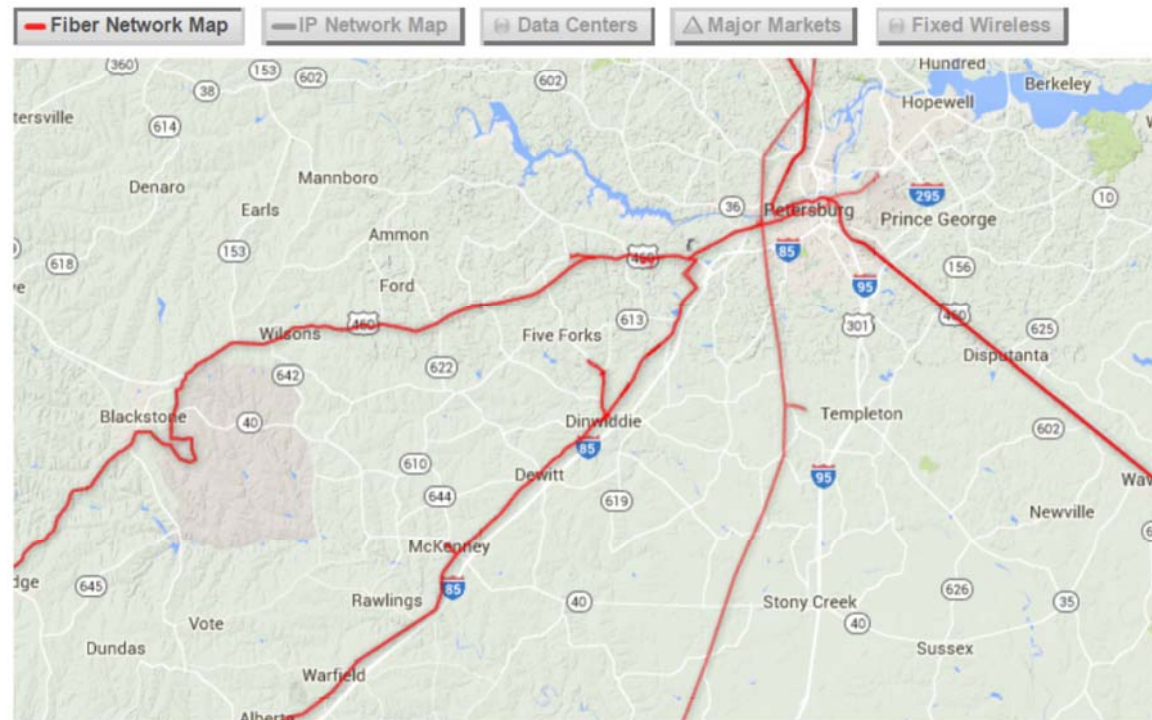
12/15/2015

Interactive Map | Windstream



### Windstream's Nationwide Presence

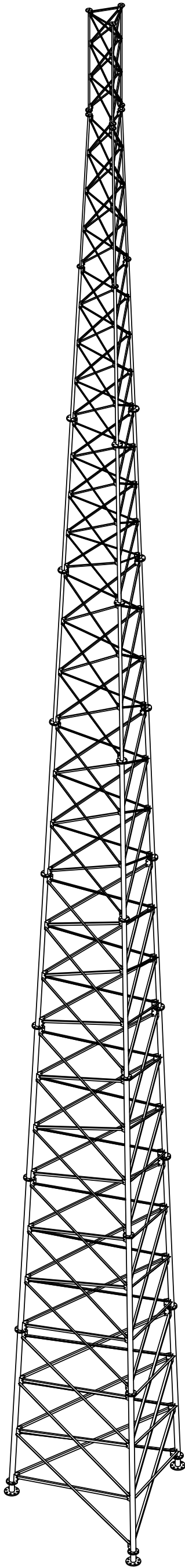
At Windstream, we have nationwide fiber and IP networks including over 115,000 miles of fiber and data center locations across the country serving businesses with advanced, reliable data, voice, network and cloud communications and technology solutions. Click on the tabs and zoom in on the map for a closer look at our nationwide network coverage.



<http://www.windstreambusiness.com/network-data-centers-map>

SPECIFICATIONS  
FOR  
DONATED TOWERS

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GLENMARTIN

HS190-20306 TOWER  
*INSTALLATION DRAWINGS*

REQUIRED DOCUMENTATION :

DH20306

DH0002

DH0007

SH22370

LR-8690

RC-0950

LB-1600

FP-8000


WG-2706

WG-2703

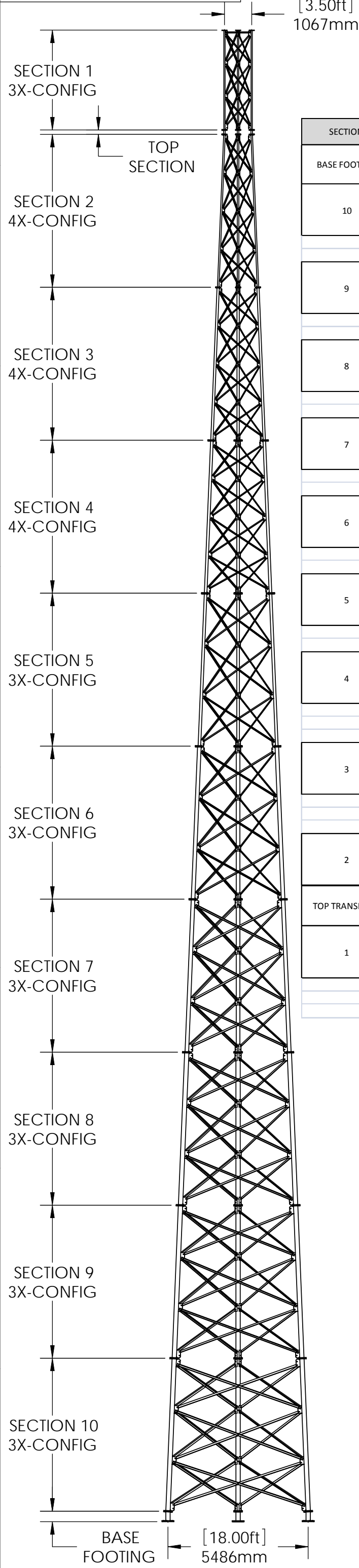
BM-1210

FIELD REIMBURSEMENT POLICY

GLEN MARTIN INC, SO#: 20306  
TOWER MODEL: HEAVY SELF-SUPPORTING  
HEIGHT: 190'  
SITE: Various In VA

CAD GENERATED DRAWING, DO NOT MANUALLY UPDATE		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS TOLERANCES ARE: ±.5		 <b>GLENMARTIN</b>		<b>GLENMARTIN</b> TEL (660) 882 2734 FAX (660) 882 7200 www.glenmartin.com  13620 Old Hwy 40 Boonville, MO 65233	
APPROVALS	DATE	DECIMALS .XX ± .1	ANGLES ± .5°				
DRAWN jonathan.guzman		SCALE DO NOT SCALE DRAWING					
REVIEWED		MATERIAL SEE BOM					
ENGINEER		FINISH		SIZE B	DWG. NO. DH20306	REV.	
		CAD FILE: \\Mapdc\MEXICO_provisional\GMM\X\STU\PROJECTS\PROJECT TOWERS\PROJECT 20306\Working_Files\SC20306					SHEET 1 OF 3

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SECTION	LEG ASM	Type	Total Legs	LEG ASM Length	Pipe Type Pipe Length	Bracing Part Number	Qty	Angle Size	Angle Length	WEIGHT (LBS)
BASE FOOTING	SH30140		3	16"	6" Sch. 40 Pipe - 18.99 LBS/FT 15.25"					433
10	SH16413-FP (QTY: 1) SH16413-N (QTY: 2)	3X	3	236.25"	6" Sch. 40 Pipe - 18.99 LBS/FT 235.5"	SO20306-10-A	6	3X3X0.1875	201.929	2625
						SO20306-10-B	6	3X3X0.1875	210.071	
						SO20306-10-C	6	3X3X0.1875	213.598	
9	SH16413 (QTY: 1) SH16413-N (QTY: 2)	3X	3	236.25"	6" Sch. 40 Pipe - 18.99 LBS/FT 235.5"	SO20306-09-A	6	2.5X2.5X0.1875	183.811	2342
						SO20306-09-B	6	2.5X2.5X0.1875	192.098	
						SO20306-09-C	6	2.5X2.5X0.1875	195.331	
8	SH16413 (QTY: 1) SH16413-N (QTY: 2)	3X	3	236.25"	6" Sch. 40 Pipe - 18.99 LBS/FT 235.5"	SO20306-08-A	6	2.5X2.5X0.1875	165.969	2260
						SO20306-08-B	6	2.5X2.5X0.1875	174.441	
						SO20306-08-C	6	2.5X2.5X0.1875	177.311	
7	SH20339 (QTY: 1) SH20339-N (QTY: 2)	3X	3	236.25"	5" Sch. 40 Pipe - 14.63 LBS/FT 235.5"	SO20306-07-A	6	2.5X2.5X0.1875	149.469	1934
						SO20306-07-B	6	2.5X2.5X0.1875	158.118	
						SO20306-07-C	6	2.5X2.5X0.1875	160.559	
6	SH28390 (QTY: 1) SH28390-N (QTY: 2)	3X	3	236.25"	5" Sch. 40 Pipe - 14.63 LBS/FT 235.5"	SO20306-06-A	6	2X2X0.1875	133.72	1649
						SO20306-06-B	6	2X2X0.1875	141.902	
						SO20306-06-C	6	2X2X0.1875	144.449	
5	SH30141 (QTY: 1) SH30141-N (QTY: 2)	3X	3	236.25"	3 1/2" Sch. 80 Pipe - 12.52 LBS/FT 235.5"	SO20306-05-A	6	1.75X1.75X0.1875	118.98	1431
						SO20306-05-B	6	1.75X1.75X0.1875	127.248	
						SO20306-05-C	6	1.75X1.75X0.1875	129.209	
4	SH29827 (QTY: 1) SH29827-N (QTY: 2)	4X	3	236.25"	3 1/2" Sch. 40 Pipe - 9.12 LBS/FT 235.5"	SO20306-04-A	6	1.5X1.5X0.1875	91.189	1215
						SO20306-04-B	6	1.5X1.5X0.1875	98.098	
						SO20306-04-C	6	1.5X1.5X0.1875	102.091	
						SO20306-04-D	6	1.5X1.5X0.1875	103.169	
3	SH29816 (QTY: 1) SH29816-N (QTY: 2)	4X	3	236.25"	3" Sch. 40 Pipe - 7.58 LBS/FT 235.5"	SO20306-03-A	6	1.5X1.5X0.1875	76.969	916
						SO20306-03-B	6	1.5X1.5X0.1875	83.909	
						SO20306-03-C	6	1.5X1.5X0.1875	87.559	
						SO20306-03-D	6	1.5X1.5X0.1875	88.039	
2	SH30142 (QTY: 1) SH30142-N (QTY: 2)	4X	3	236.25"	2" Sch. 80 Pipe - 5.03 LBS/FT 235.5"	SO20306-02-A	6	1.5X1.5X0.125	64.531	598
TOP TRANSITION	SH30144		3	7"	2" Sch. 80 Pipe - 5.03 LBS/FT 6.25"					63
1	SH30143-FP (QTY: 1) SH30143-N (QTY: 2)	3X	3	154"	1 1/2" Sch. 40 Pipe - 2.72 LBS/FT 153.25"	SO20306-01-A	6	1.5X1.5X0.125	57.169	338
						SO20306-01-B	6	1.5X1.5X0.125	61.28	
						SO20306-01-C	6	1.5X1.5X0.125	57.169	
						SO20306-01-H	3	1.5X1.5X0.125	38.35	

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APPROVALS

DATE

DRAWN

jonathan.guzman

REVIEWED

ENGINEER

UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN MILLIMETERS  
TOLERANCES ARE: ±.5

DECIMALS

ANGLES

.XX ± .1

± .5°

SCALE

DO NOT SCALE DRAWING


MATERIAL

SEE BOM

FINISH

CAD FILE:

\\Mapdc\ME\XCO\_provisional\GMM\X\STV\PROJECTS\PROJECT TOWERS\PROJECT 20306\Working\_Files\SO20306



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www.glenmartin.com  
13620 Old Hwy 40  
Boonville, MO 65233

SIZE

B

DWG. NO.

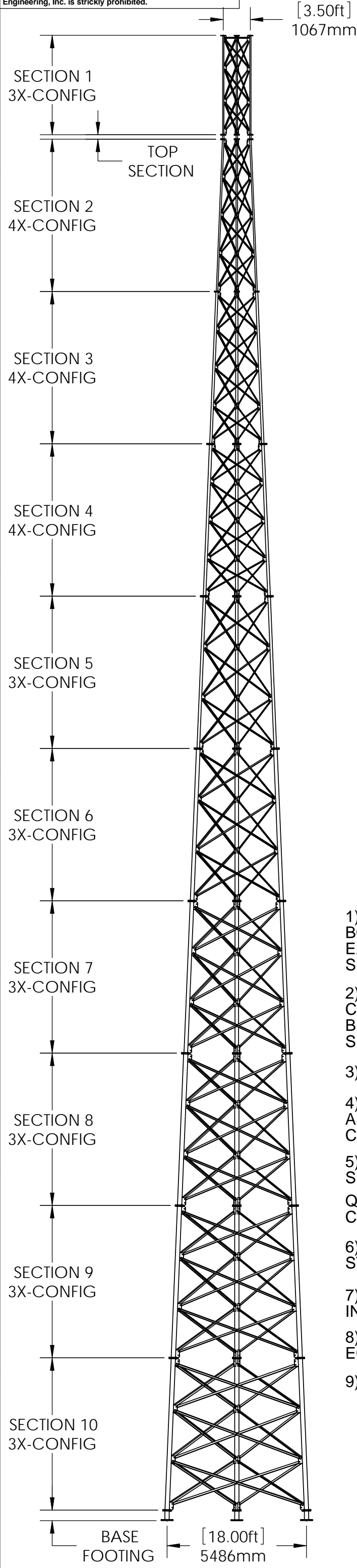
DH20306

REV.

SHEET 2

OF 3

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HARDWARE EXACT COUNT


POSITION	Flange Heavy Hex Bolt	Flange Heavy Hex Bolt Quantity	Flange Lock Washer	Flange Lock Washer Quantity	Flange Heavy Hex Nut	Flange Heavy Hex Nut Quantity				
BASE FOOTING - 10	ZH-9191	18	ZD-9760	18	ZO-9664	18				
10 - 9	ZH-9191	18	ZD-9760	18	ZO-9664	18				
9 - 8	ZH-9191	18	ZD-9760	18	ZO-9664	18				
8 - 7	ZH-9191	18	ZD-9760	18	ZO-9664	18				
7 - 6	ZH-9191	12	ZD-9760	12	ZO-9664	12				
6 - 5	ZH-9191	12	ZD-9760	12	ZO-9664	12				
5 - 4	ZH-9191	12	ZD-9760	12	ZO-9664	12				
4 - 3	ZH-9191	12	ZD-9760	12	ZO-9664	12				
3 - 2	ZH-9169	12	ZD-9746	12	ZO-9648	12				
2 - TOP TRANSITION	ZH-9169	12	ZD-9746	12	ZO-9648	12				
TOP TRANSITION - 1	ZH-9169	12	ZD-9746	12	ZO-9648	12				

SECTION	Tabls Heavy Hex Bolt	Tabls Heavy Hex Bolt Quantity	Tabls Heavy Hex Nut	Tabls Heavy Hex Nut Quantity	Tabls Lock Washer	Tabls Lock Washer Quantity	Tabls Flat Washer	Tabls Flat Washer Quantity	Tabls Bracings Spacer	Tabls Bracings Spacer Quantity
10	ZH-9167	45	ZO-9648	45	ZD-9746	45		0		0
9	ZH-9167	45	ZO-9648	45	ZD-9746	45		0		0
8	ZH-9167	45	ZO-9648	45	ZD-9746	45		0		0
7	ZH-9167	45	ZO-9648	45	ZD-9746	45		0		0
6	ZH-9153	45	ZO-9640	45	ZD-9739	45		0		0
5	ZH-9153	45	ZO-9640	45	ZD-9739	45		0		0
4	ZH-9153	60	ZO-9640	60	ZD-9739	60		0		0
3	ZH-9153	60	ZO-9640	60	ZD-9739	60		0		0
2	ZH-9153	60	ZO-9640	60	ZD-9739	60		0		0
1	ZH-9153	51	ZO-9640	51	ZD-9739	51		0	PH25086	9

PH25086	STITCH BOLT SPACER
ZH-9191	1"-8 X 3 1/2" HEX HEAD BOLT - GALV.
ZH-9169	3/4"-10 X 3" HEX HEAD BOLT - GALV.
ZH-9167	3/4"-10 X 2" HEX HEAD BOLT - GALV.
ZH-9153	5/8"-11 X 1 3/4" HEX HEAD BOLT - GALV.
ZO-9664	1"-8 HEAVY HEX NUT - GALV.
ZO-9648	3/4"-10 HEAVY HEX NUT - GALV.
ZO-9640	5/8"-11 HEAVY HEX NUT - GALV
ZD-9760	1" SPRING LOCK WASHER - GALV.
ZD-9746	3/4" SPRING LOCK WASHER - GALV.
ZD-9739	5/8" SPRING LOCK WASHER - GALV.

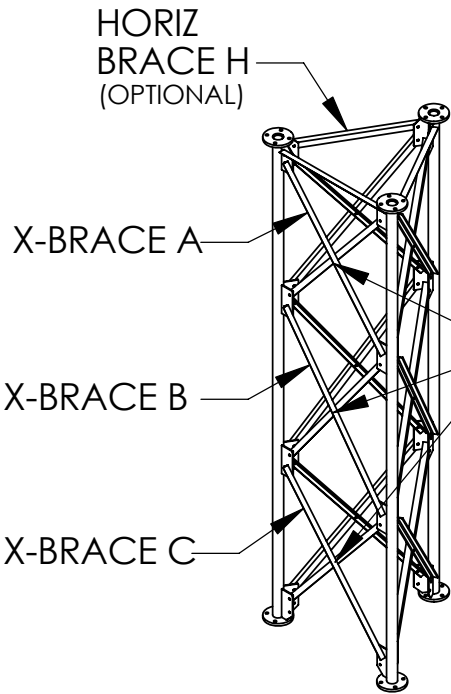
GENERAL NOTES:

- 1) ALL MEMBERS STAMPED FOR IDENTIFICATION IN ACCORDANCE WITH TIA-222-G. BOTTOM FLANGE OF EACH LEG IS STAMPED WITH P/N. ALL LEGS ARE SYMETRICAL EXCEPT LEGS WITH A TRANSITION FLANGE. SIZE OR ANGLE TRANSITION FLANGES SHOULD BE ORIENTATED TO THE BOTTOM OF EACH SECTION.
- 2) SPRING LOCKWASHERS PROVIDED FOR ALL CONNECTIONS. BRACE CONNECTION BOLTS MEET A325 STRUCTURAL JOINT SPECIFICATION. ALL X-BRACES ARE CENTER BOLTED. STRAIGHT SECTIONSCQUIRE STITCH BOLT SPACERS.
- 3) CLIMB LADDER PROVIDED ON A SINGLE FACE WITH FALL PROTECTION.
- 4) ALL MEMBERS ARE HOT DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. HARDWARE (BOLTS, NUTS, ETC.) GALVANIZED PER ASTM B695 CLASS 50 (MECH).
- 5) SUPPORTING FOUNDATION DESIGNED AND INSTALLED PER SPECIFICATIONS.  
QUANTITY 8, 1.5" X 60" ANCHOR BOLT, 9" PROJECTION, 14" ANCHOR BOLT CIRCLE DIAMETER. ANCHOR TEMPLATES & SHEAR PLATES PROVIDED.
- 6) STRUCTURAL DESIGN IN ACCORDANCE WITH APPROVED NATIONAL STANDARD TIA-222-G
- 7) ALL WELDED JOINTS AND CONNECTIONS FLANGES CERFITED FOR INTEGRITY AND QUALITY PER AWS D1:1.
- 8) TOTAL 190' STRUCTURE WEIGHT INCLUDING GALVANIZING (NO ACCESSORIES) EQUAL: 15,804LBS.
- 9) SEE DRAWINGS # DH0002 & DH007 FOR BRACINGS CONFIGURATIONS.

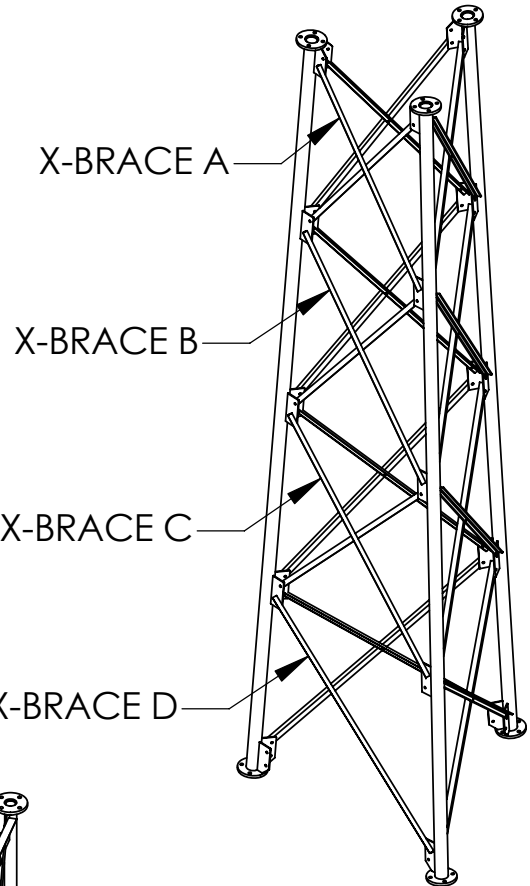
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DRAWN jonathan.guzman		DECIMALS .XX ± .1	ANGLES ± .5°			13620 Old Hwy 40 Boonville, MO 65233	
REVIEWED		SCALE DO NOT SCALE DRAWING					
ENGINEER		MATERIAL SEE BOM					
		FINISH	SIZE <b>B</b>	DWG. NO. <b>DH20306</b>			REV.
		CAD FILE:    \\Mapdc\MEX\CO_provision\GMM\X\STP\PROJECTS\PROJECT TOWERS\PROJECT 20306\Working_Files\SC20306					SHEET 3 OF 3

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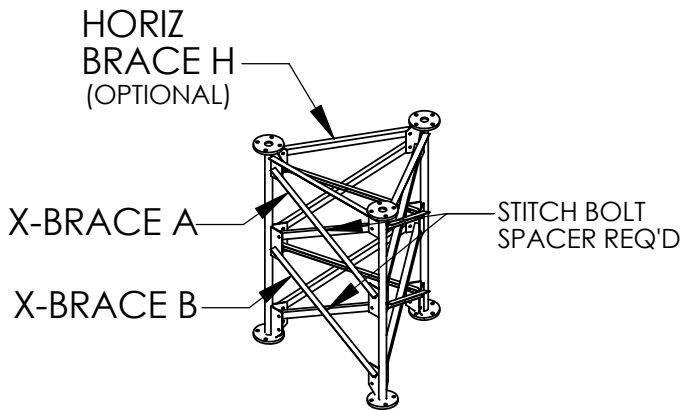
REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
2	UPDATED DRAWING FORMAT	6/20/2007	M. HESS



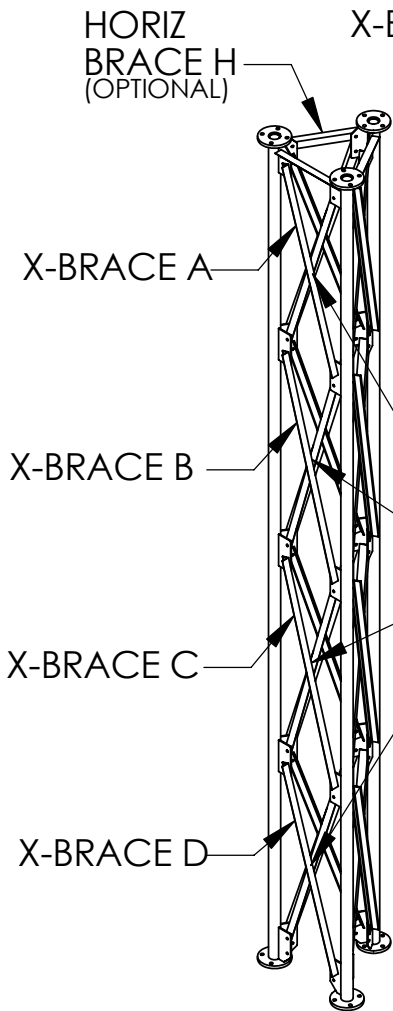
3X-BRACE  
CONFIGURATION  
STRAIGHT SECTION



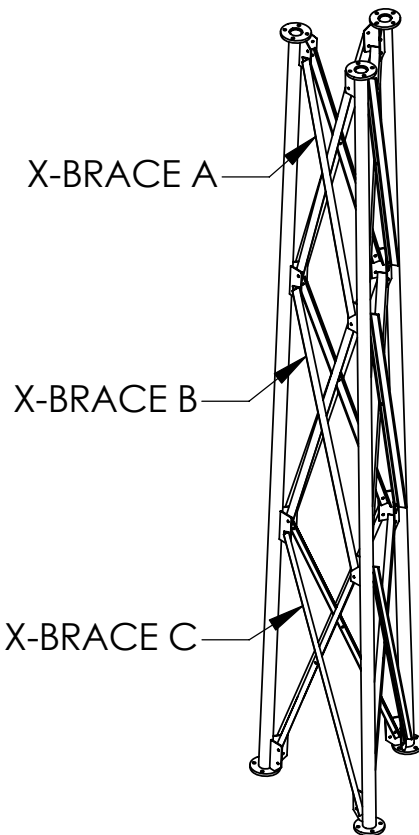
4X-BRACE  
CONFIGURATION  
TAPERED SECTION



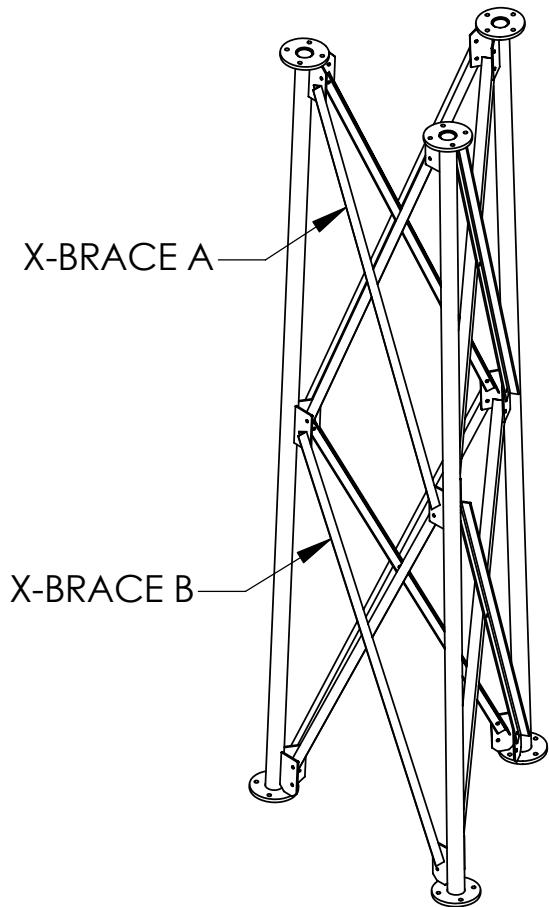
2X-BRACE  
CONFIGURATION  
STRAIGHT SECTION



4X-BRACE  
CONFIGURATION  
STRAIGHT SECTION




3X-BRACE  
CONFIGURATION  
TAPERED SECTION



2X-BRACE  
CONFIGURATION  
TAPERED SECTION

- NOTE:
1. CLIP FOR SAFETY CABLE SHOULD BE POSITIONED AT THE TOP OF EACH SECTION.
  2. ALL SECTIONS INCLUDE STITCH BOLTS.
  3. ALL CONNECTIONS ARE A325X.

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APPROVALS	DATE	FRACTIONS ± 1/16"	DECIMALS .XX ± .01 .XXX ± .005	ANGLES ± .5°	
DRAWN	JGR 08-21-08	SCALE DO NOT SCALE DRAWING		HS X-BRACE CONFIGURATION DETAIL	
REVIEWED		MATERIAL	N/A	SIZE B	DWG. NO. DH0002
ENGINEER		FINISH	N/A	REV. 2	
CAD FILE: F:\Directory#1\15_HS_Steel_Tower\DH14120				SHEET 1 OF 1	

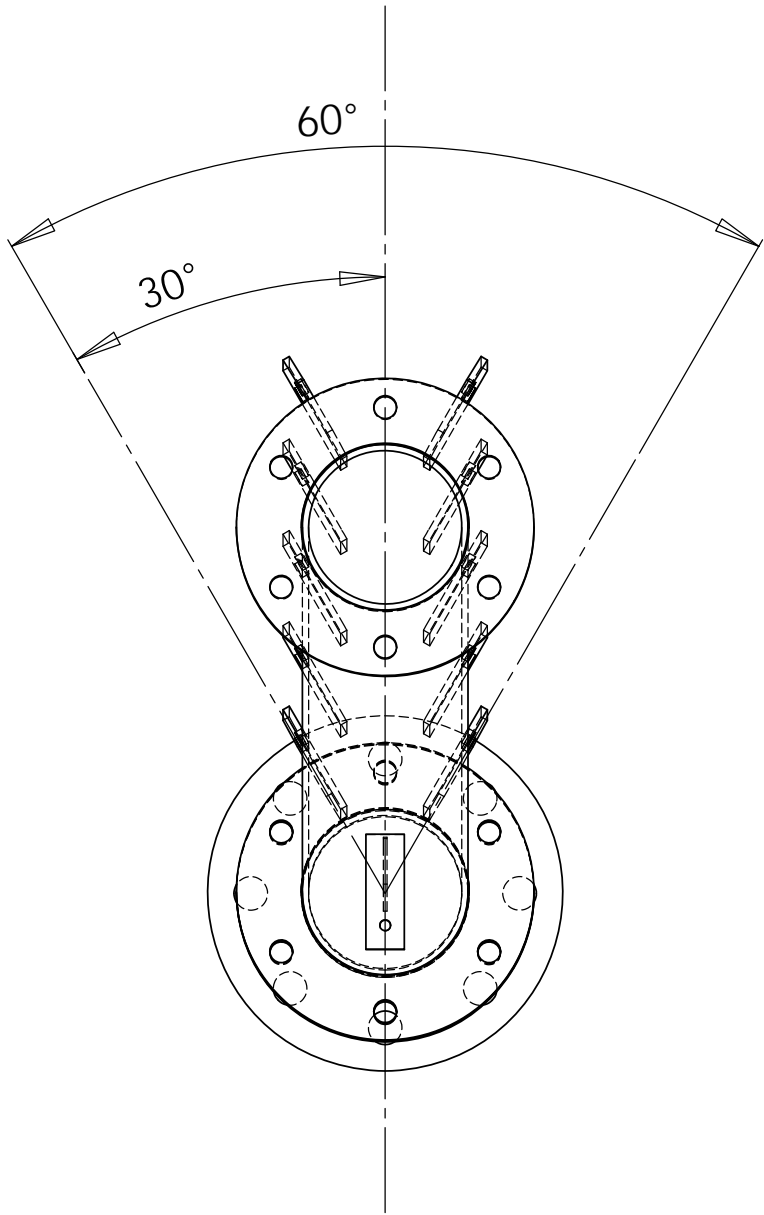
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SECTION LEG

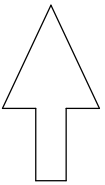
0 FEET LEVEL

BOTTOM TRANSITION DETAIL

TO CENTER OF TOWER



INNER HOLE FLANGES FACING TO  
CENTER OF TOWER




TOP

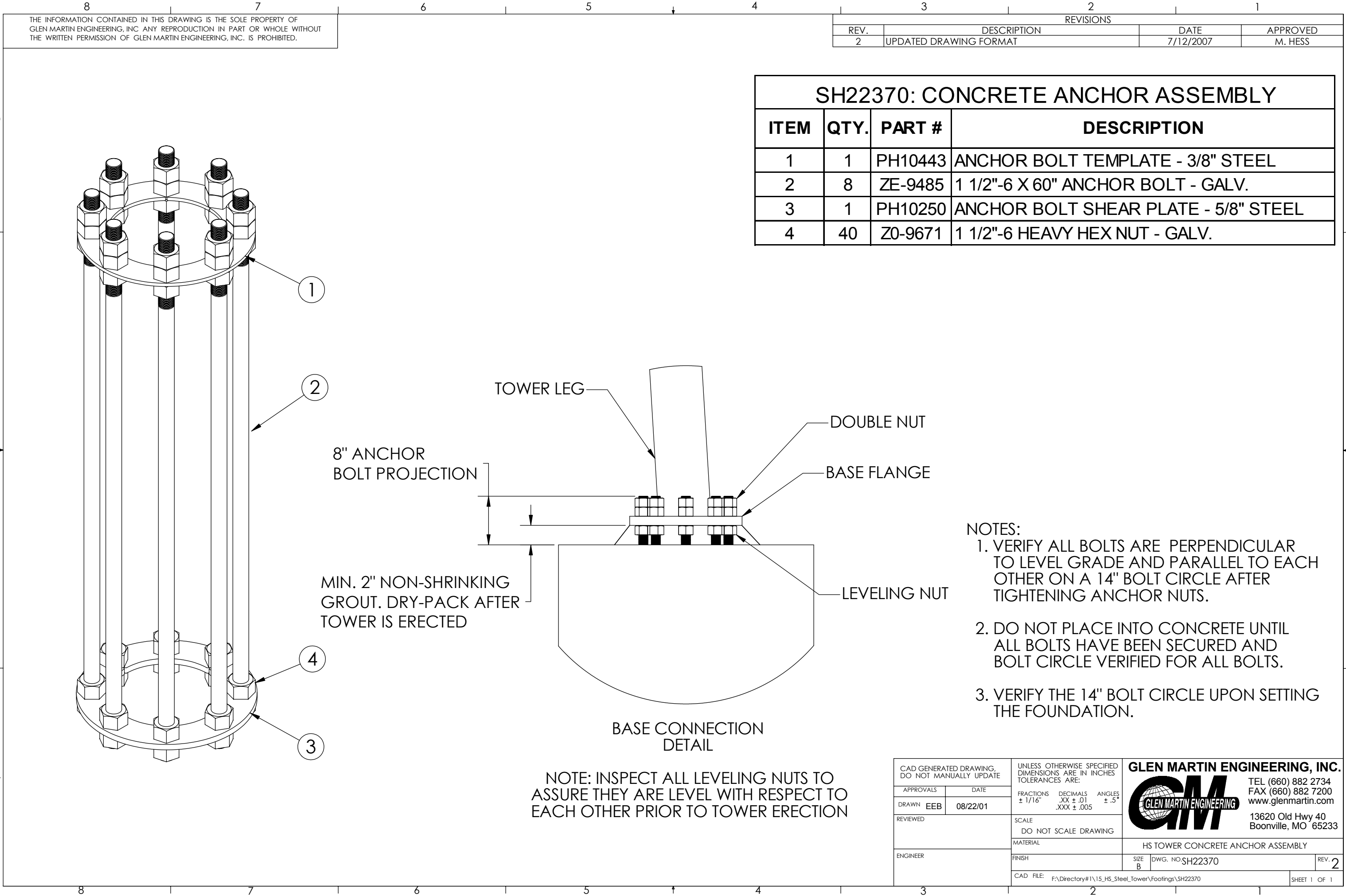
TOP SECTION LEG

90°

SECTION LEG

TOP TRANSITION DETAIL

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APPROVALS	DATE	DECIMALS .XXX ± .001	ANGLES ± .5°		
DRAWN JIM	11/13/2008	SCALE DO NOT SCALE DRAWING		TOP & BOTTOM TRANSITION ASSEMBLY GUIDE	
REVIEWED		MATERIAL			
ENGINEER		FINISH		SIZE B	REV.
GENERATED DATE	11/13/2008	PROJECT NO.		DWG. DH0007	
CAD FILE: H:\Engineering\MEXICO_provisional\GMM\K\SS\PROJECTS\PR JECT TOWERS\CONFIGURATOR				FOUNDATION TYPE.	TOWER TYPE
				SHEET 1 OF 1	

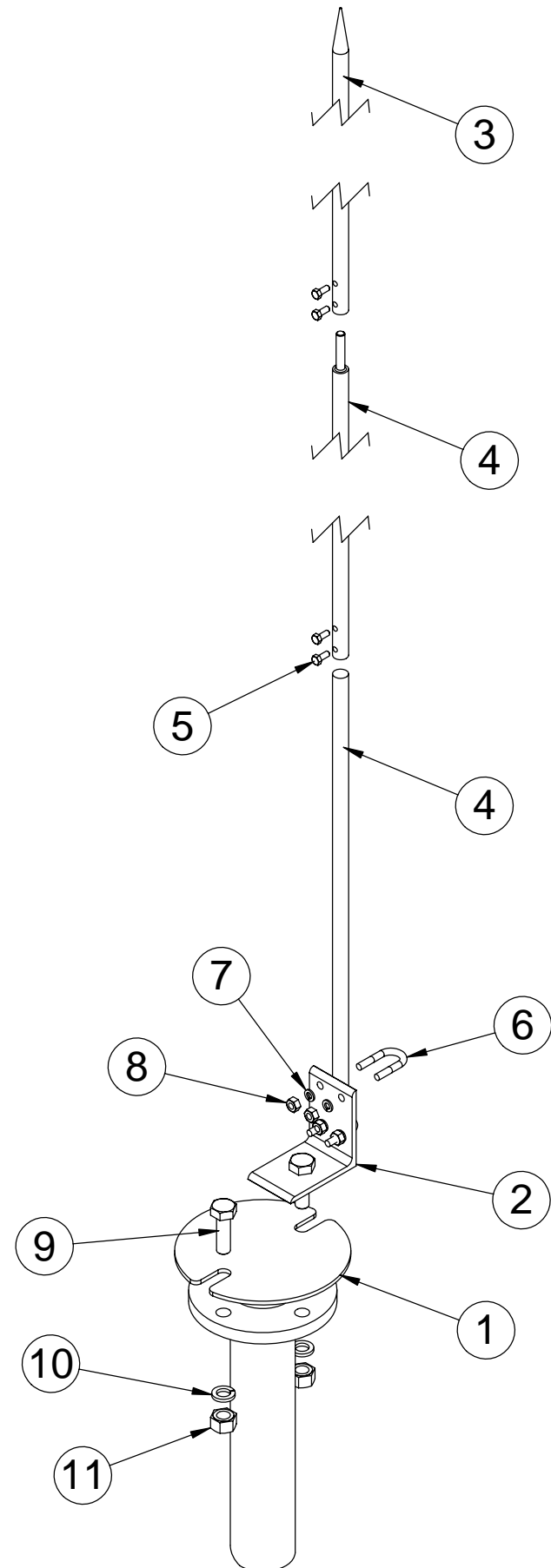




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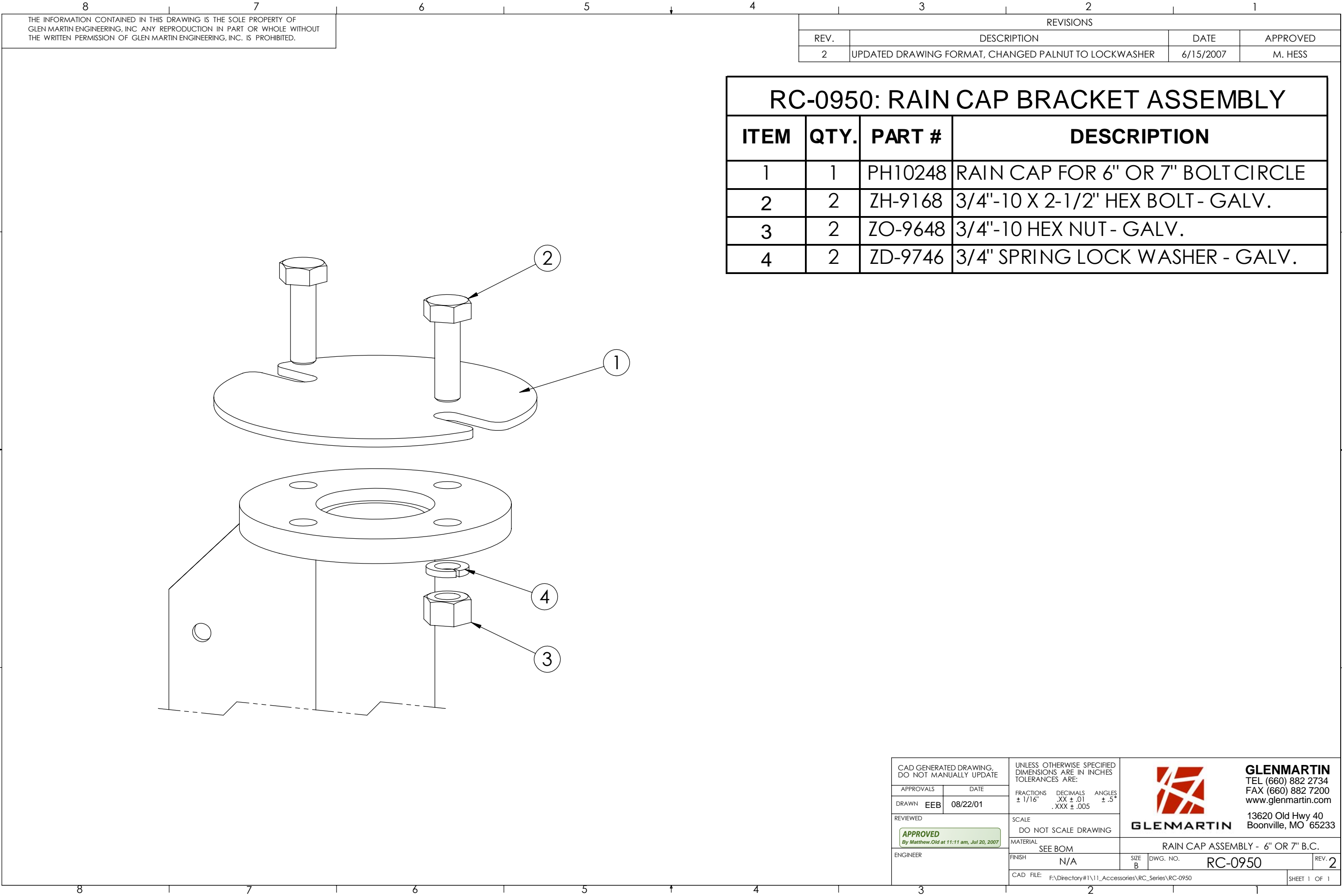
REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED

## LR-8690: LIGHTNING ROD BRACKET KIT

ITEM	QTY.	PART #	DESCRIPTION
1	1	PH10248	RAIN CAP
2	1	PX19390	LR ANGLE BRACKET
3	1	LR-7831	LIGHTNING ROD POINT
4	2	LR-7831-EXT	LIGHTNING ROD EXTENSION
5	4	ZH-9201	1/4"-20 X 3/4" HEX BOLT - SS
6	2	ZU-9521	3/8"-16 U-BOLT
7	4	ZD-9713	3/8" SPRING LOCKWASHER - GALV
8	4	ZO-9608	3/8"-16 HEAVY HEX NUT - GALV
9	2	ZH-9168	3/4"-10 X 2-1/2" HEX BOLT - GALV.
10	2	ZD-9646	3/4" SPRING LOCKWASHER - GALV.
11	2	ZO-9648	3/4"-10 HEX NUT - GALV.



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APPROVALS	DATE	FRACTIONS ± 1/16"	DECIMALS .XX ± .01 .XXX ± .005		
DRAWN	EEB	11-01-07			
REVIEWED		SCALE			
<div>APPROVED</div> <div>By Matthew.Old at 8:44 am, Sep 04, 2007</div>		DO NOT SCALE DRAWING			
ENGINEER		MATERIAL		LIGHTNING ROD/RAIN CAP KIT	
		FINISH		SIZE	
		GALVANIZED		B	
				DWG. NO.	
				LR-8690	
				REV. 1	
		CAD FILE: F:\Directory#1\11_Accessories\LR_Series\LR-8690			
		SHEET 1 OF 1			



8 7 6 5 4 3 2 1


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REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
2	ADD 3/4" BOLTS AND PALNUTS; ADD 5/8" PALNUTS	9/25/2001	GPM
3	UPDATED DRAWING FORMAT; CHANGED PALNUTS TO LOCKWASHERS	6/18/2007	M. HESS

LB-1600: TOP BEACON BRACKET ASSEMBLY			
ITEM	QTY.	PART #	DESCRIPTION
1	1	PH10170	TOP BEACON BRACKET - MULTI-SIZE
2	4	ZH-9164	3/4"-10 X 2-1/4" HEX BOLT - GALV.
3	8	ZO-9648	3/4"-10 HEX NUT - GALV.
4	4	ZD-9746	3/4" SPRING LOCKWASHER - GALV.
5	4	ZH-9156	5/8"-11 X 3" HEX BOLT - GALV.
6	4	ZO-9640	5/8"-11 HEX NUT - GALV.
7	4	ZD-9739	5/8" SPRING LOCKWASHER - GALV.

TOP OF TOWER

NOTES:  
1. FLAT WASHERS ARE PROVIDED FOR  
SOME LEG CONFIGURATIONS.

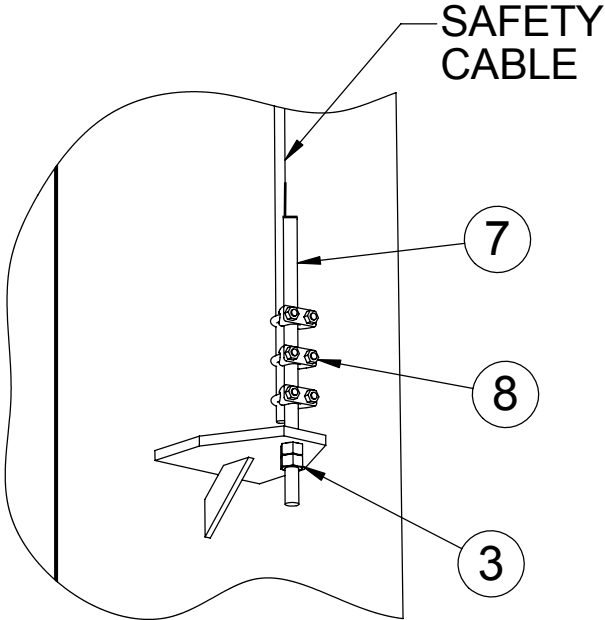
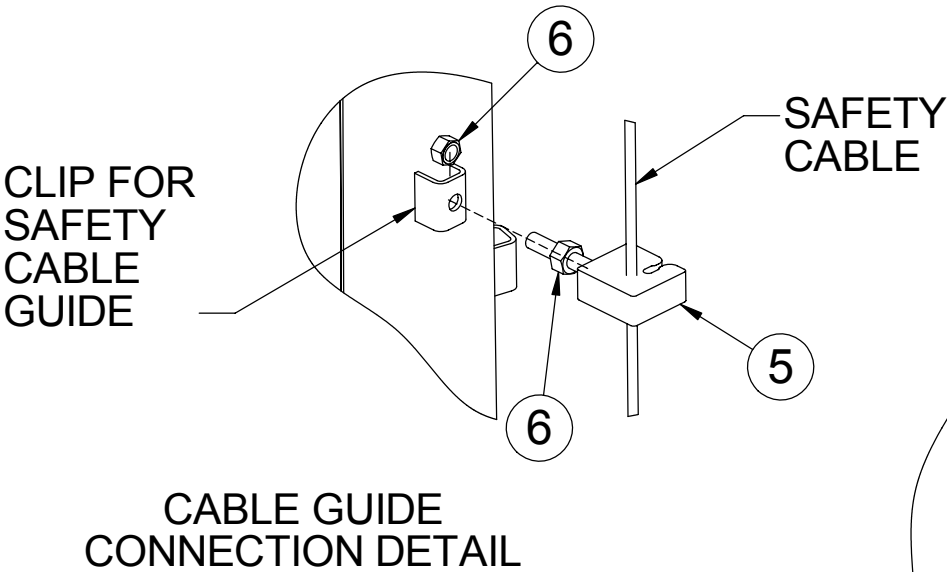
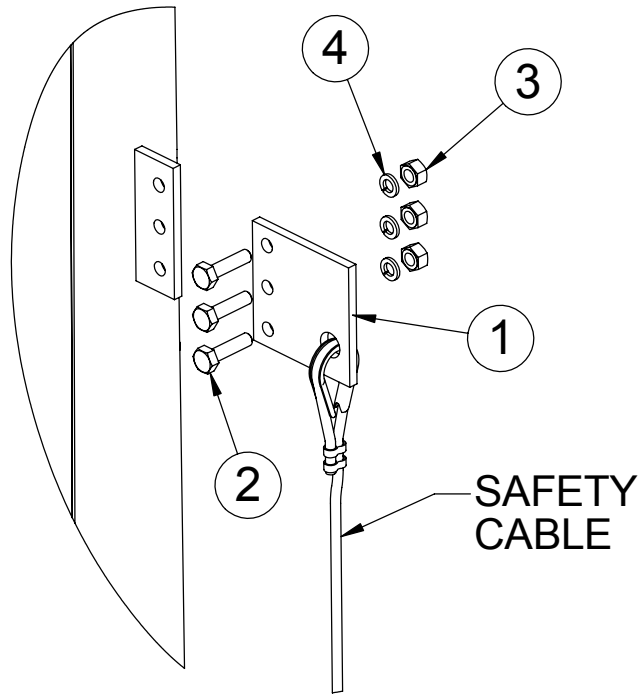
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APPROVALS	DATE	FRACTIONS ± 1/16"	DECIMALS .XX ± .01 .XXX ± .005	ANGLES ± .5°	
DRAWN	EEB	08/22/01	SCALE DO NOT SCALE DRAWING		TOP BEACON BRACKET ASSEMBLY
REVIEWED	MATERIAL SEE BOM		FINISH N/A		
ENGINEER	CAD FILE: F:\Directory#1\11_Accessories\LB_Series\LB-1600		SIZE B	DWG. NO LB-1600	REV. 3
					SHEET 1 OF 1

8 7 6 5 4 3 2 1

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REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
2	UPDATED DRAWING FORMAT; REPLACED 1/2" PALNUT WITH LOCK WASHER	6/20/2007	MAO
3	REPLACED SX11005 W/ SX27424. REVISED AND UPDATED BOM	10/19/2007	TJF
4	REPLACE ZE-9452 WITH ZB-9583	3/3/2009	JGR


TOP BRACKET  
CONNECTION DETAIL



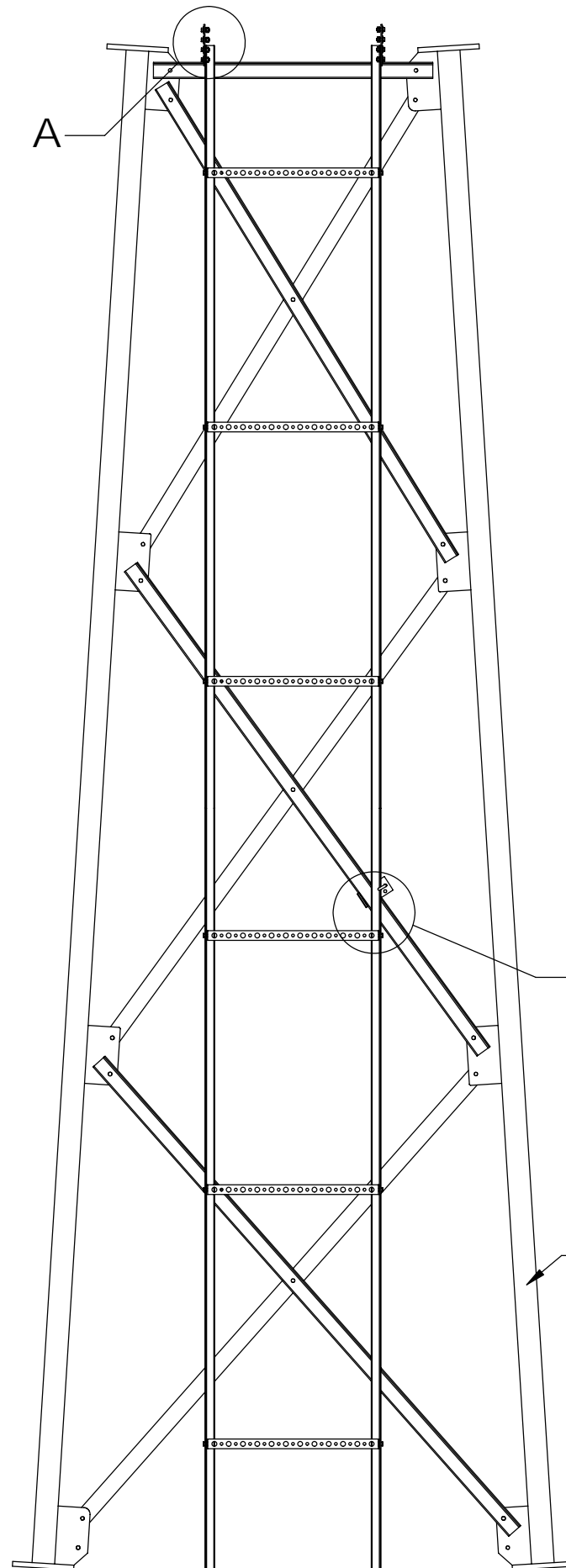
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4

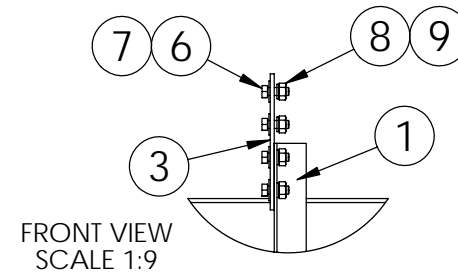
FP-8000: FALL PROTECTION KIT			
ITEM	QTY.	PART #	DESCRIPTION
1	1	SX27424	TOP FALL PROTECTION BRKT/CABLE* ASSEMBLY
2	3	ZH-9129	1/2"-13 X 1 3/4" HEX HEAD BOLT - A325
3	3	ZO-9624	1/2"-13 HEAVY HEX NUT - GALV.
4	3	ZD-9726	1/2" SPRING LOCK WASHER - GALV.
5	**	ZX-9912	SAFETY CABLE GUIDE
6	***	ZO-9640	5/8"-11 HEAVY HEX NUT - GALV.
7	1	ZB-9583	1/2-13UNC X 12" ALL THREAD STUD - GALV , B-7
8	3	WR-3742	3/8"-16 U-BOLT CLIP
* QUANTITY OF SAFETY CABLE = TOWER HEIGHT			
** QUANTITY = ONE PER EVERY 20' OF TOWER HEIGHT			
*** QUANTITY = TWO PER EVERY 20' OF TOWER HEIGHT			

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APPROVALS	DATE	FRACTIONS ± 1/16"	DECIMALS .XX ± .01 .XXX ± .005			ANGLES ± .5°
DRAWN	EEB 02-22-01					
REVIEWED		SCALE		<b>GLENMARTIN</b> FALL PROTECTION KIT		
<div>APPROVED</div> <div>By Matthew.Old at 10:21 am, Jul 05, 2007</div>		DO NOT SCALE DRAWING				
		MATERIAL				
ENGINEER		SEE BOM				
		FINISH NA	SIZE B	DWG. NO. FP-8000	REV. 4	
CAD FILE: F:\Directory#1\11_Accessories\Fall_Protection\FP-8000					SHEET 1 OF 1	

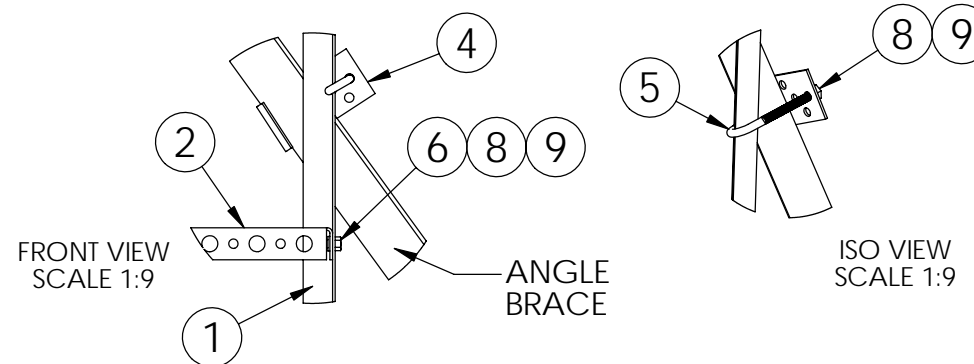
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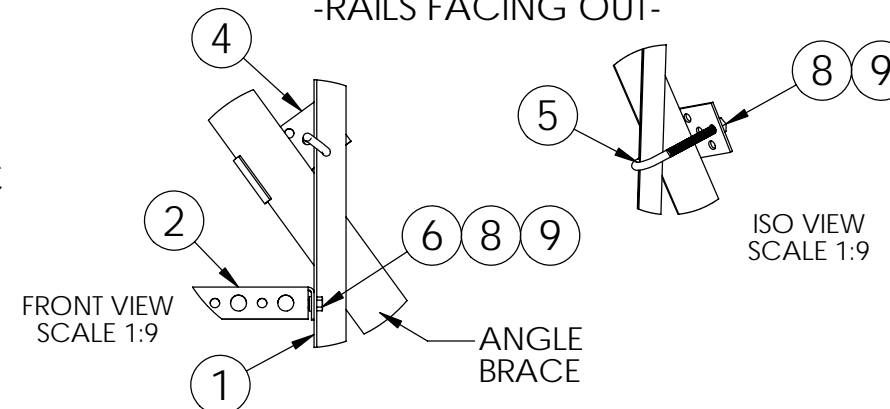
DETAIL A  
SPlice LINK



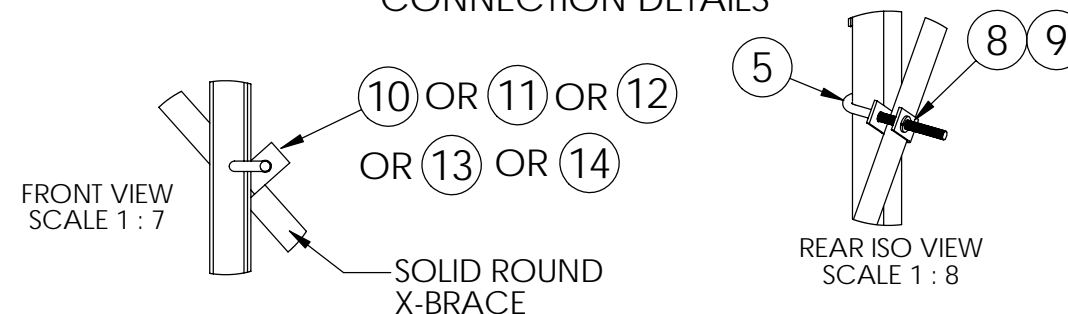
DETAIL B  
ANGLE BRACE TO WAVEGUIDE  
CONNECTION DETAILS  
-RAILS FACING IN-



DETAIL B  
ANGLE BRACE TO WAVEGUIDE  
CONNECTION DETAILS  
-RAILS FACING OUT-



DETAIL C  
SOLID ROUND BRACE TO WAVEGUIDE  
CONNECTION DETAILS





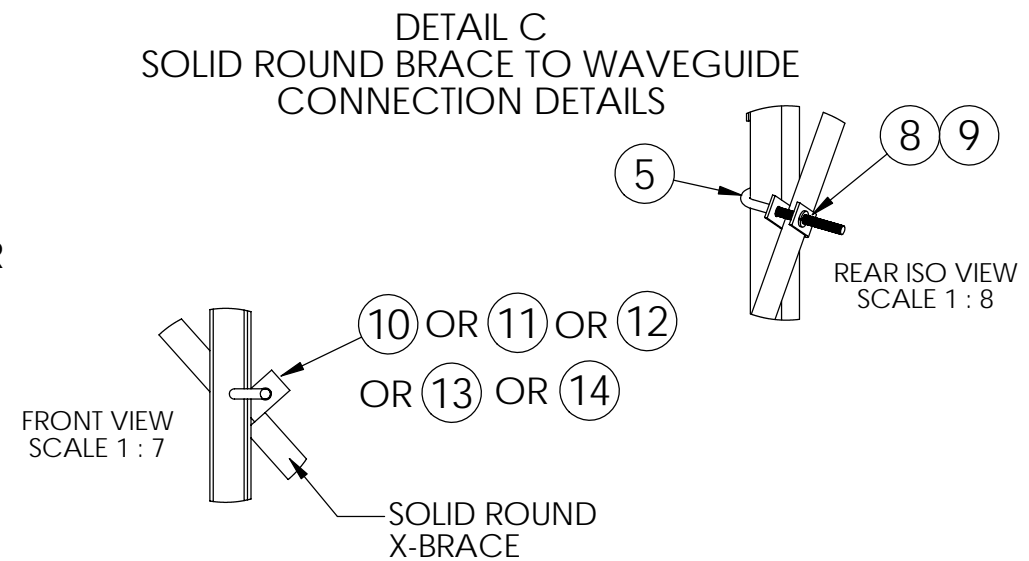
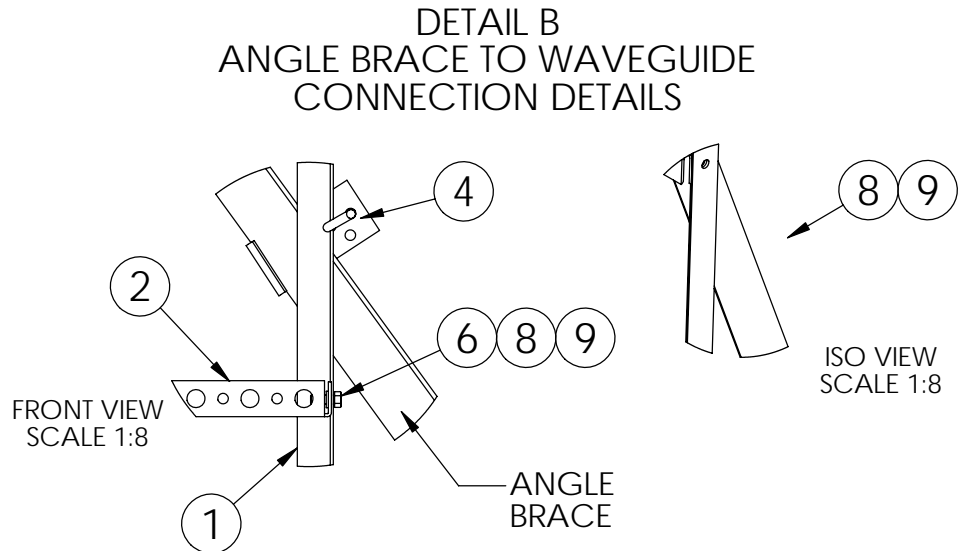
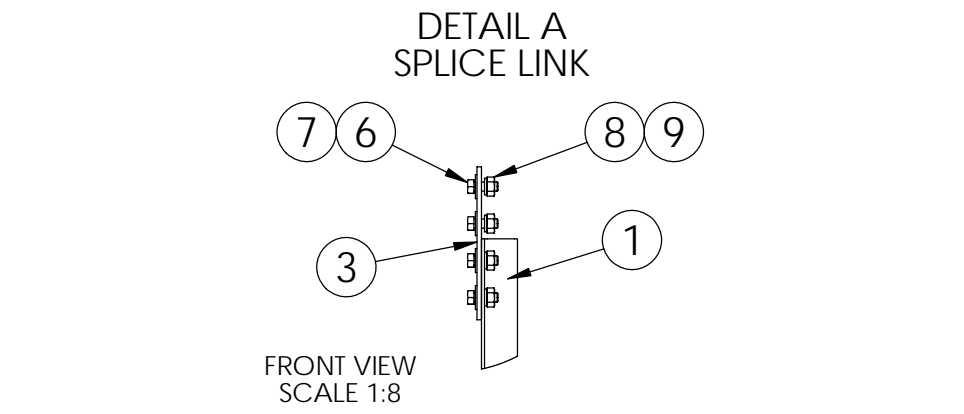
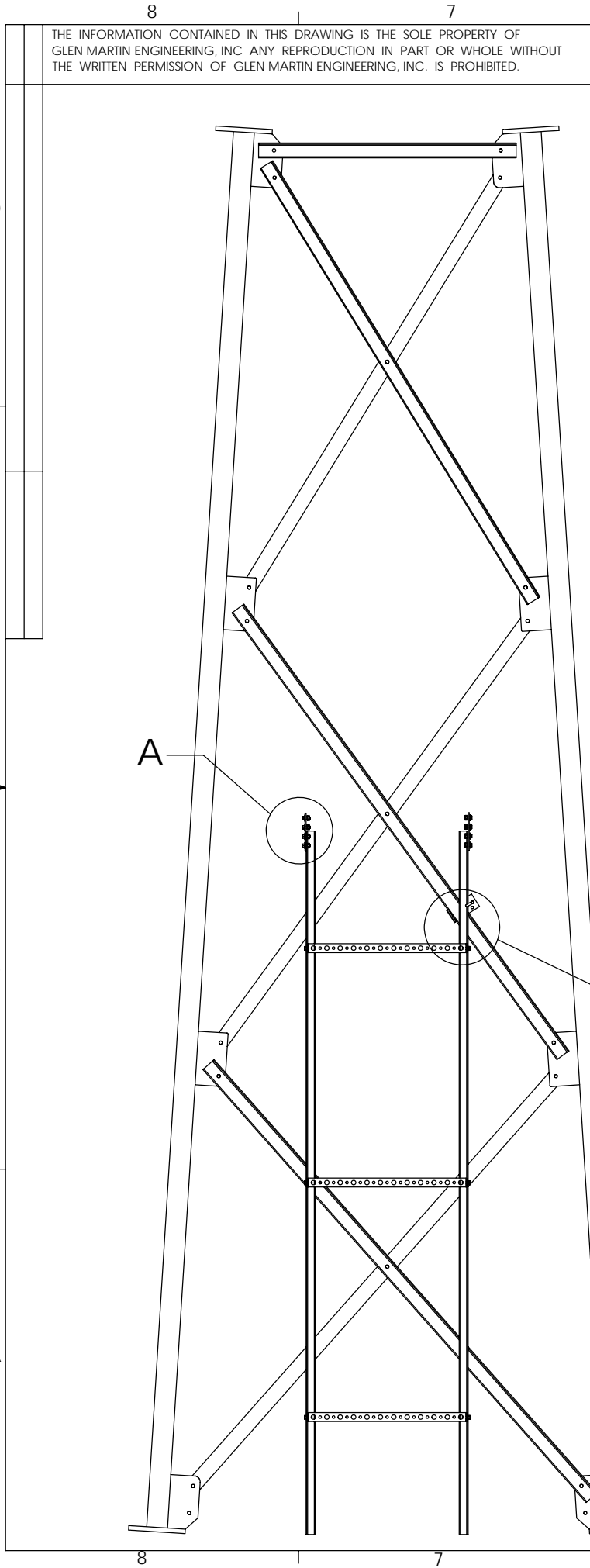
REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
2	UPDATED DRAWING FORMAT	6/18/2007	M. HESS

WG-2706: 6 METER WAVEGUIDE LADDER KIT			
ITEM	QTY.	PART #	DESCRIPTION
1	2	PA11099	LADDER RAIL - 6 METERS LENGTH
2	6	PA10849	WAVEGUIDE BRACKET - 27"
3	2	PA10158	SPLICE PLATE - 1/4" X 1 1/2" X 6"
4	4	PA10160	PLATE - ANGLE TO WAVEGUIDE CONNECTION
5	4	ZJ-9000	CONNECTION J-BOLT - 3/8" - 18-8 SS
6	20	ZH-9100	3/8"-16 x 1" HEX BOLT
7	8	ZW-9712	3/8" FLAT WASHER
8	24	ZN-9607*	3/8"-16 HEX NUT - or - 3/8"-16 PIN SELF-LOCKNUT
9	24	ZD-9713	3/8" LOCK WASHER
10**	***	PA10622	PLATE - 1" SOLID TO WAVEGUIDE CONNECTION
11**	***	PA12878	PLATE - 1 1/4" SOLID TO WAVEGUIDE CONNECTION
12**	***	PA12879	PLATE - 2" PIPE TO WAVEGUIDE CONNECTION
13**	***	PA11588	PLATE - 2 1/2" PIPE TO WAVEGUIDE CONNECTION
14**	***	PA12880	PLATE - 3" PIPE TO WAVEGUIDE CONNECTION
* IF PIN SELF-LOCKNUTS ARE PROVIDED, NO LOCK WASHERS (ITEM 9) ARE REQUIRED ** USED INSTEAD OF ITEM 5 IN SECTIONS THAT HAVE SOLID ROUND OR PIPE BRACES *** QUANTITY RANGES BETWEEN 2 AND 4 DEPENDENT ON BRACE CONFIGURATIONS			

NOTES:


- 1) EACH SECTION IS 236 3/16" (6 METERS) IN LENGTH.
- 2) WAVEGUIDE SUPPORT LADDER CONNECTS TO THE OUTSIDE OF ONE TOWER FACE. WAVEGUIDE LADDER SHOULD BE POSITIONED AS CLOSE AS POSSIBLE TO ONE LEG ON SECTIONS THAT ARE JUST 1K BRACE CONFIGURATION.
- 3) CONNECTIONS ARE MADE BETWEEN WAVEGUIDE LADDER RAIL AND EACH X OR K BRACE, POSITIONING CONNECTING PLATES WHERE PRACTICAL.

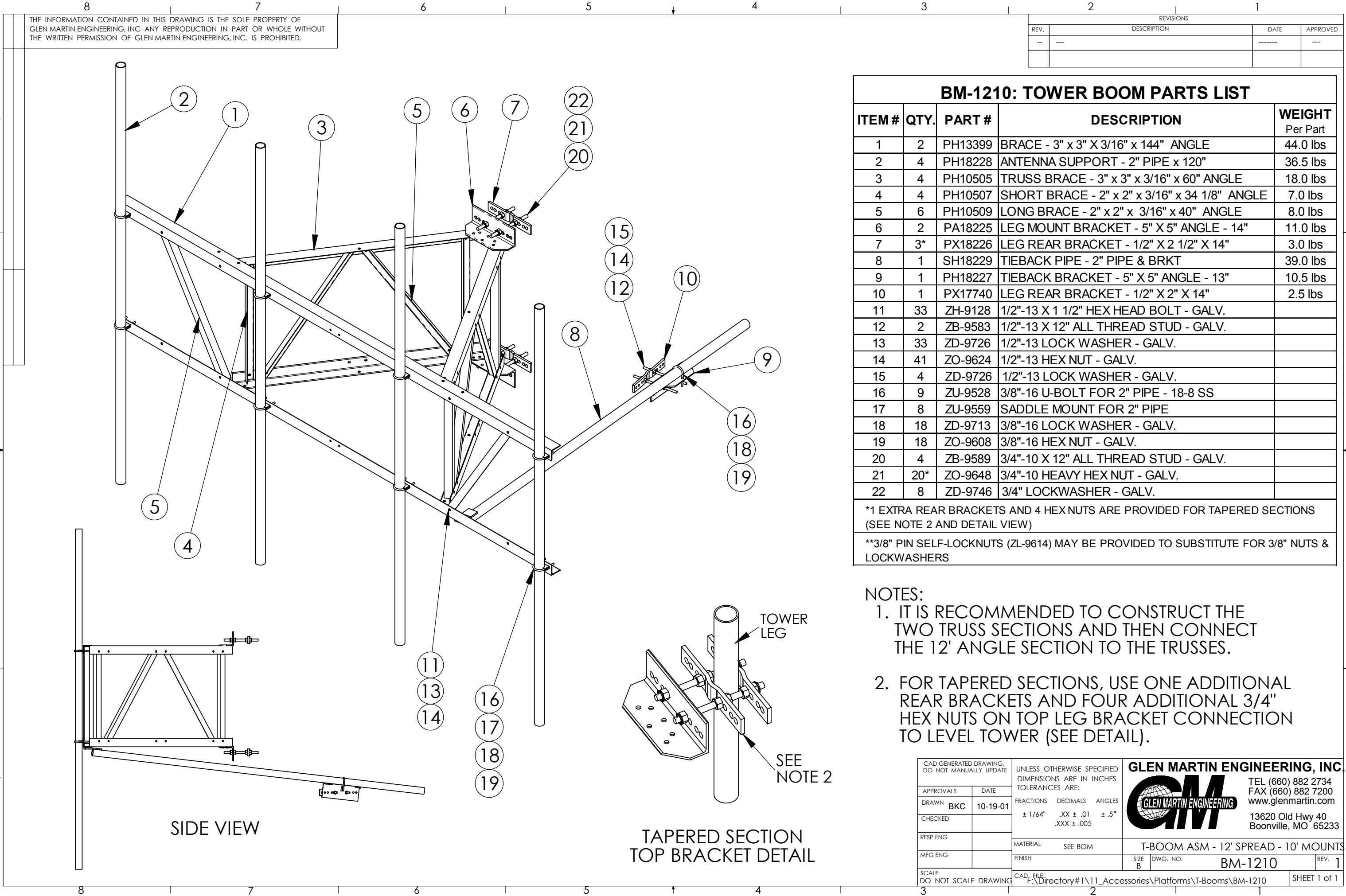
CAD GENERATED DRAWING, DO NOT MANUALLY UPDATE		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE:		 <b>GLENMARTIN</b> TEL (660) 882 2734 FAX (660) 882 7200 www.glenmartin.com  13620 Old Hwy 40 Boonville, MO 65233		
APPROVALS	DATE	FRACTIONS ± 1/16"	DECIMALS .XX ± .01 .XXX ± .005			ANGLES ± .5°
DRAWN	EEB	11-27-01		 <b>WAVEGUIDE LADDER DETAILS</b>		
REVIEWED		SCALE DO NOT SCALE DRAWING				
ENGINEER		MATERIAL SEE BOM		DWG. NO WG-2706		REV. 2
		FINISH N/A				
		SIZE B				
CAD FILE: F:\Directory\1\11_Accessories\Wave_Guide_Ladder\WG-2706				SHEET 1 OF 1		



WG-2703: 3 METER WAVEGUIDE LADDER KIT			
ITEM	QTY.	PART #	DESCRIPTION
1	2	PA10157	LADDER RAIL - 3 METERS LENGTH
2	3	PA10849	WAVEGUIDE BRACKET - 27"
3	2	PA10158	SPLICE PLATE - 1/4" X 1 1/2" X 6"
4	3	PA10160	PLATE - ANGLE TO WAVEGUIDE CONNECTION
5	3	ZJ-9000	CONNECTION J-BOLT - 3/8" - 18-8 SS
6	14	ZH-9100	3/8"-16 x 1" HEX BOLT
7	8	ZW-9712	3/8" FLAT WASHER
8	17	ZN-9607	3/8"-16 HEX NUT
9	17	ZD-9713	3/8" LOCK WASHER
10*	**	PA10622	PLATE - 1" SOLID TO WAVEGUIDE CONNECTION
11*	**	PA12878	PLATE - 1 1/4" SOLID TO WAVEGUIDE CONNECTION
12*	**	PA12879	PLATE - 2" PIPE TO WAVEGUIDE CONNECTION
13*	**	PA11588	PLATE - 2 1/2" PIPE TO WAVEGUIDE CONNECTION
14*	**	PA12880	PLATE - 3" PIPE TO WAVEGUIDE CONNECTION
* USED INSTEAD OF ITEM 5 IN SECTIONS THAT HAVE SOLID ROUND OR PIPE BRACES			
** QUANTITY RANGES BETWEEN 4 AND 6 DEPENDENT ON BRACE CONFIGURATIONS			

- NOTES:
- 1) EACH SECTION IS 118 1/8" (3 METER) IN LENGTH.
  - 2) WAVEGUIDE SUPPORT LADDER CONNECTS TO THE OUTSIDE OF ONE TOWER FACE. WAVEGUIDE LADDER SHOULD BE POSITIONED AS CLOSE AS POSSIBLE TO ONE LEG ON SECTIONS THAT ARE JUST 1K BRACE CONFIGURATION.
  - 3) CONNECTIONS ARE MADE BETWEEN WAVEGUIDE LADDER RAIL AND EACH X OR K BRACE, POSITIONING CONNECTING PLATES WHERE PRACTICAL.

CAD GENERATED DRAWING. DO NOT MANUALLY UPDATE		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE:		 <b>GLENMARTIN</b> TEL (660) 882 2734 FAX (660) 882 7200 www.glenmartin.com 13620 Old Hwy 40 Boonville, MO 65233	
APPROVALS	DATE	FRACTIONS    DECIMALS    ANGLES ± 1/64"    .XX ± .01    ± 1/2" .XXX ± .005			
DRAWN	EEB 11-27-01	MATERIAL		WAVEGUIDE LADDER DETAILS	
CHECKED		FINISH		SIZE B    DWG. NO. WG-2703    REV. 1	
RESP ENG		CAD FILE:		F:\Directory#1\11_Accessories\Wave_Guide_Ladder\WG-2703	
MFG ENG		SCALE		SHEET 1 OF 1	
SCALE 1 : 40					

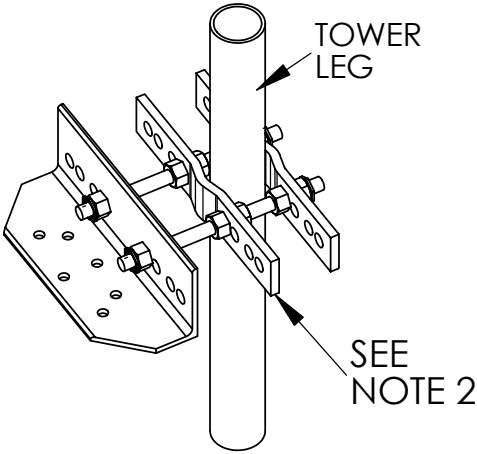



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REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
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BM-1210: TOWER BOOM PARTS LIST				
ITEM #	QTY.	PART #	DESCRIPTION	WEIGHT Per Part
1	2	PH13399	BRACE - 3" x 3" X 3/16" x 144" ANGLE	44.0 lbs
2	4	PH18228	ANTENNA SUPPORT - 2" PIPE x 120"	36.5 lbs
3	4	PH10505	TRUSS BRACE - 3" x 3" x 3/16" x 60" ANGLE	18.0 lbs
4	4	PH10507	SHORT BRACE - 2" x 2" x 3/16" x 34 1/8" ANGLE	7.0 lbs
5	6	PH10509	LONG BRACE - 2" x 2" x 3/16" x 40" ANGLE	8.0 lbs
6	2	PA18225	LEG MOUNT BRACKET - 5" X 5" ANGLE - 14"	11.0 lbs
7	3*	PX18226	LEG REAR BRACKET - 1/2" X 2 1/2" X 14"	3.0 lbs
8	1	SH18229	TIEBACK PIPE - 2" PIPE & BRKT	39.0 lbs
9	1	PH18227	TIEBACK BRACKET - 5" X 5" ANGLE - 13"	10.5 lbs
10	1	PX17740	LEG REAR BRACKET - 1/2" X 2" X 14"	2.5 lbs
11	33	ZH-9128	1/2"-13 X 1 1/2" HEX HEAD BOLT - GALV.	
12	2	ZB-9583	1/2"-13 X 12" ALL THREAD STUD - GALV.	
13	33	ZD-9726	1/2"-13 LOCK WASHER - GALV.	
14	41	ZO-9624	1/2"-13 HEX NUT - GALV.	
15	4	ZD-9726	1/2"-13 LOCK WASHER - GALV.	
16	9	ZU-9528	3/8"-16 U-BOLT FOR 2" PIPE - 18-8 SS	
17	8	ZU-9559	SADDLE MOUNT FOR 2" PIPE	
18	18	ZD-9713	3/8"-16 LOCK WASHER - GALV.	
19	18	ZO-9608	3/8"-16 HEX NUT - GALV.	
20	4	ZB-9589	3/4"-10 X 12" ALL THREAD STUD - GALV.	
21	20*	ZO-9648	3/4"-10 HEAVY HEX NUT - GALV.	
22	8	ZD-9746	3/4" LOCKWASHER - GALV.	
*1 EXTRA REAR BRACKETS AND 4 HEX NUTS ARE PROVIDED FOR TAPERED SECTIONS (SEE NOTE 2 AND DETAIL VIEW)				
**3/8" PIN SELF-LOCKNUTS (ZL-9614) MAY BE PROVIDED TO SUBSTITUTE FOR 3/8" NUTS & LOCKWASHERS				

- NOTES:
- IT IS RECOMMENDED TO CONSTRUCT THE TWO TRUSS SECTIONS AND THEN CONNECT THE 12' ANGLE SECTION TO THE TRUSSES.
  - FOR TAPERED SECTIONS, USE ONE ADDITIONAL REAR BRACKETS AND FOUR ADDITIONAL 3/4" HEX NUTS ON TOP LEG BRACKET CONNECTION TO LEVEL TOWER (SEE DETAIL).



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APPROVALS	DATE	FRACTIONS	DECIMALS	ANGLES	T-BOOM ASM - 12' SPREAD - 10' MOUNTS
DRAWN <b>BKC</b>	<b>10-19-01</b>	± 1/64"	.XX ± .01 .XXX ± .005	± .5°	
CHECKED		MATERIAL SEE BOM		FINISH	
RESP ENG		SIZE <b>B</b>		DWG. NO. <b>BM-1210</b>	
MFG ENG		SCALE DO NOT SCALE DRAWING		REV. <b>1</b>	
CAD FILE: F:\Directory#1\11_Accessories\Platforms\T-Booms\BM-1210		SHEET 1 of 1			

ATTACHMENT 3A

AMELIA COUNTY INFRASTRUCTURE






Property	Owner	Location	Type	Latitude	Longitude
Water Tower	Amelia County	US 360 Business	Water Tower	37 °21'21.55"N	77 58'8.82"W
Ashman Farm	Amelia County	636/609	Land	37°23'39.35"N	77°58'18.76"W
Genisis Décor	IDA	US 360 Business	Water Tower	37°21'34.76"N	77°57'37.11"W
Industrial Park	IDA	US 360	Land	37°21'22.00"N	77°57'21.47"W
Epp's Landfill	Amelia County	Epps Lane	Land	37°21'22.06"N	77°55'44.53"W
Crowder Landfill	Amelia County		Land	37°19'57.48N	77°59'57.64"W
Fire Station 1	Amelia County	8950 Otterburn Road	Land	37°20'19.57"N	77°59'26.84"W
Fire Station 2	Amelia County	8641 Namozine Road	Land	37°15'2.70"N	77°49'19.12"W
Fire Station 3	Amelia County	21575 Jetersville Road	Land	37°18'3.10"N	78°5'18.01"W
Fire Station 4	Amelia County	12201 Genito Road	Land	37°25'58.05"N	77°53'36.11"W
Fire Station 5	Amelia County	12151 Fowlkes Bridge Road	Land	37°23'33.22"N	78°7'18.56"W
Elementary School	School Board	8533 North Five Forks Road	Land	37°19'50.63"N	77°59'5.29"W
Middle School	School Board	8500 Otterburn Road	Land	37°20'5.05"N	77°59'23.86"W
High School	School Board	8500 Otterburn Road	Land	37°19'52.02"N	77°59'14.86"W
Bus Shop	School Board	Otterburn Road	Land	37°19'50.96"N	77°59'26.99"W
School Admin	Amelia County	8701 Otterburn Road	Land	37°20'3.21"N	77°59'18.38"W
Soap Stone Green Box	Amelia County	7761 S. Genito Road	Land	37°18'59.55"N	78°10'37.33"W
Dykeland Green Box	Amelia County	14415 Dykeland Road	Land	37°25'44.89"N	77°56'6.96"W
Namozine Green Box	Amelia County	6701 Namozine Road	Land	37°14'27.59"N	77°46'39.50"W
Dennisville Green Box	Amelia County	5141 Pontons Circle	Land	37°16'29.34"N	77°57'56.51"W
Epps Green Box	Amelia County	10200 Epps Lane	Land	37°21'22.77"N	77°55'52.20"W
Public Safety Radio Tower			Tower	37°19'45.50"N	77°55'23.48"W

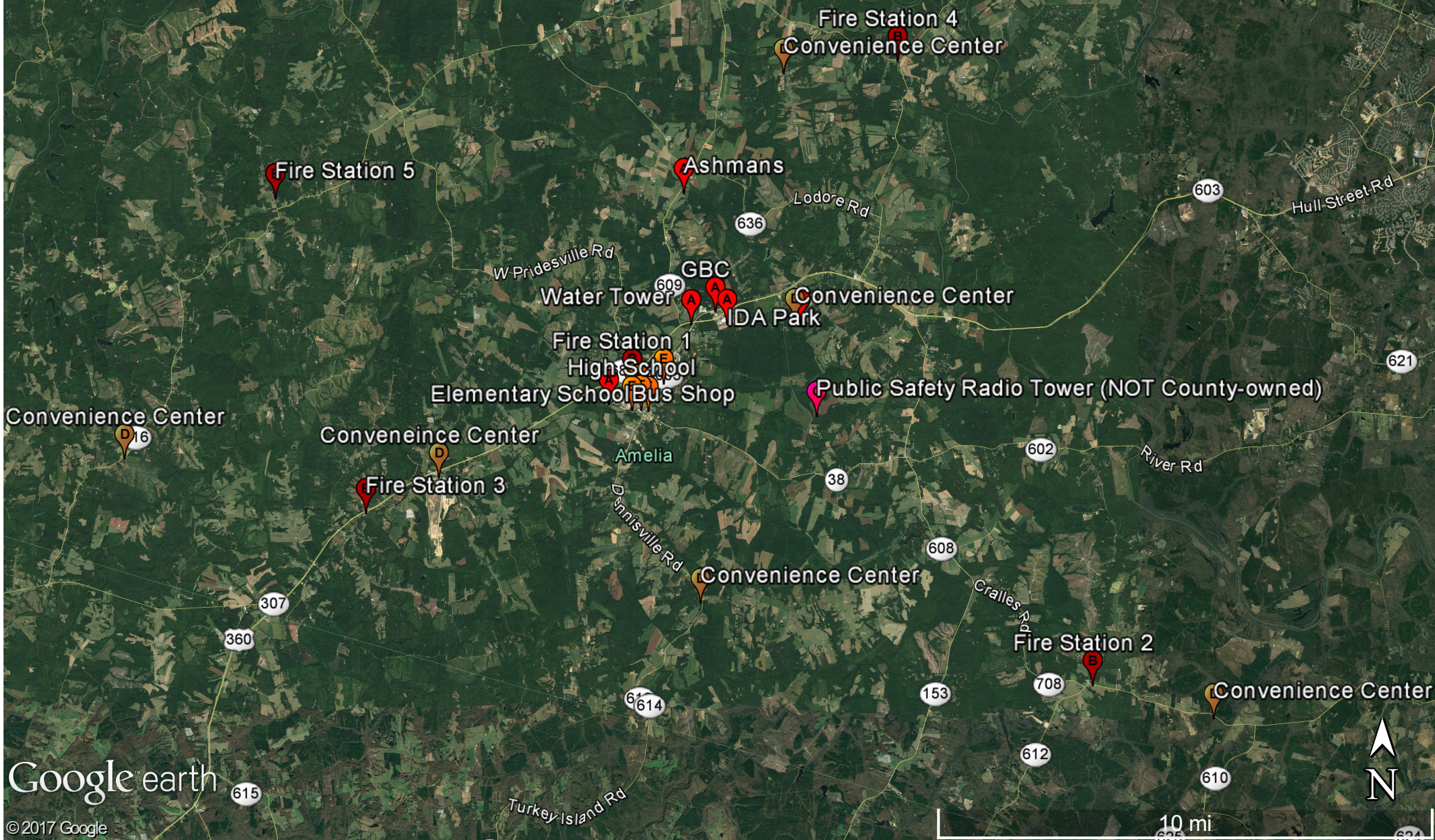
\* All lat/long is based on NAD83

# Amelia County

Infrastructure

## Legend

-  Convenience Centers
-  County Administration
-  Fire Stations
-  Public Safety Radio Tower (NOT County-owned)
-  Public School System

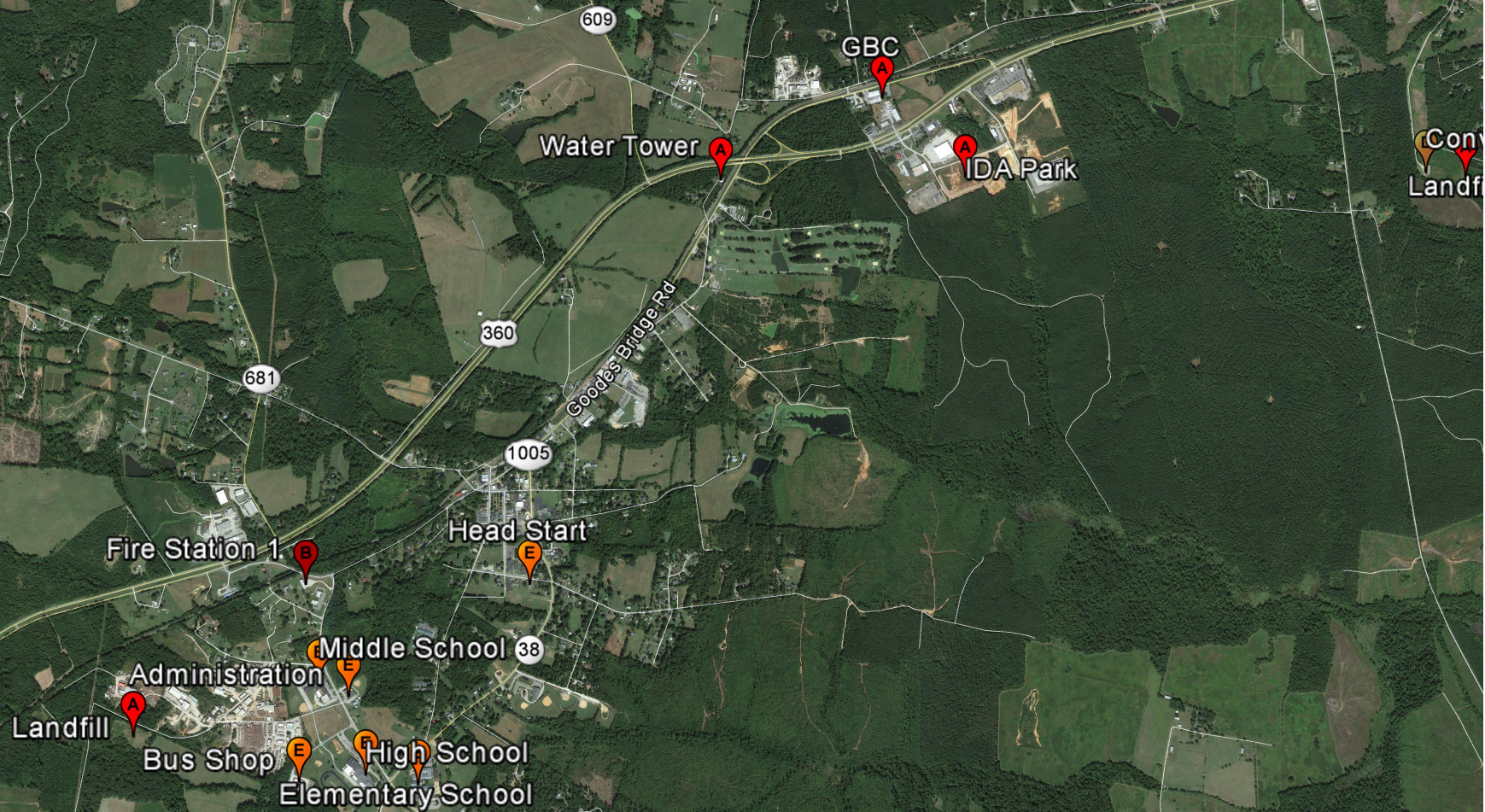


# Amelia County

Infrastructure

## Legend

- D** Convenience Centers
- A** County Administration
- B** Fire Stations
- C** Public Safety Radio Tower (NOT County-owned)
- E** Public School System



Google earth

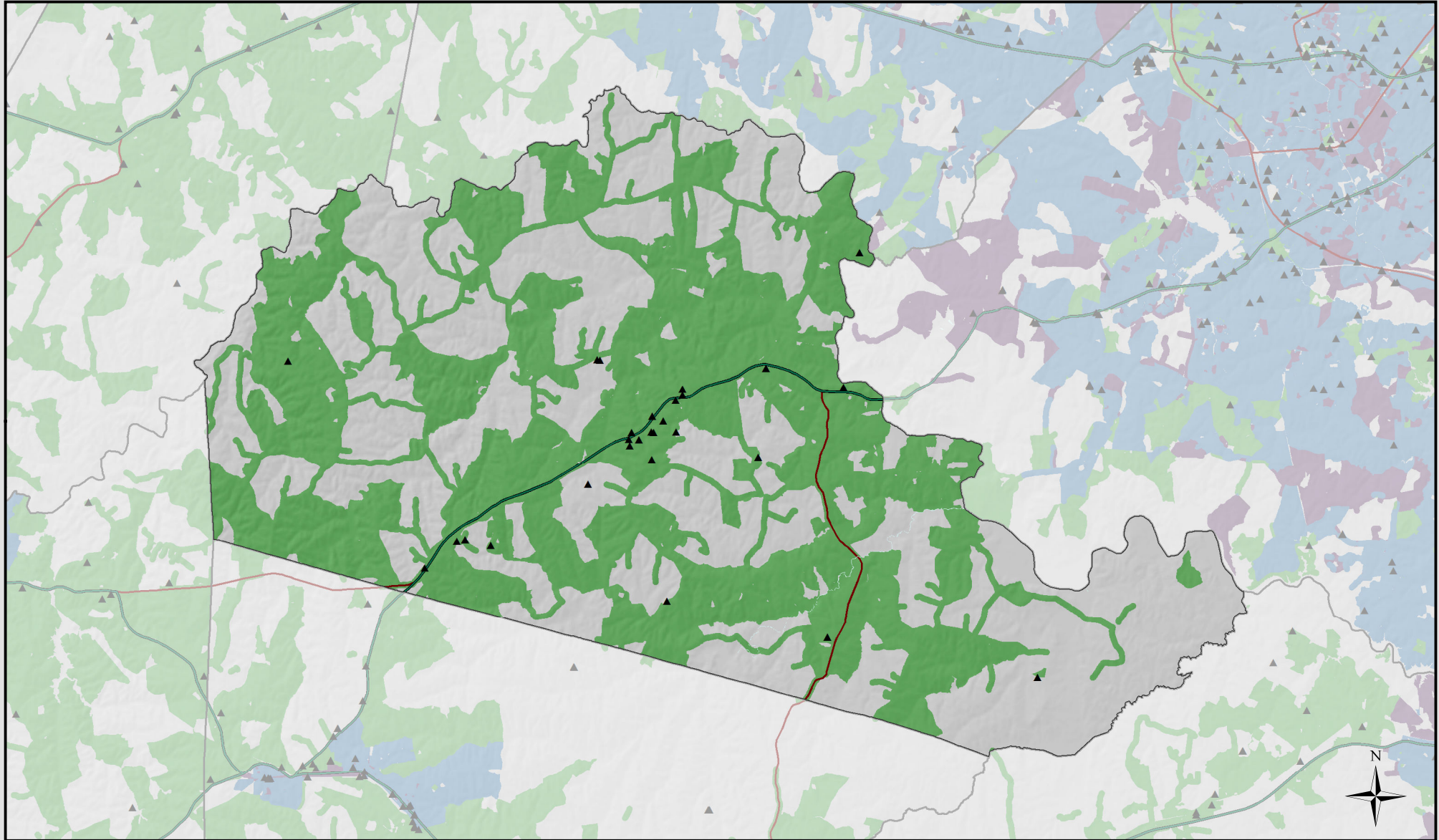
© 2017 Google

1 mi

# Amelia County

Vertical Assets, Cable Wireline and DSL Wireline Coverage

ATTACHMENT 3B



Total population of Amelia County as of 2010: 12,690

## Cable Wireline Providers Maximum Advertised Speeds

Download: Varies by locality, 3Mbps - 1Gbps

Upload: Varies by locality, 200 Kbps - 25 Mbps

## DSL Wireline Providers Maximum Advertised Speeds

Download: Varies by locality, 768 Kbps - 50 Mbps

Upload: Varies by locality, 200 Kbps - 25 Mbps

Cable Wireline

DSL Wireline

Both

Vertical Asset

0 10 Miles

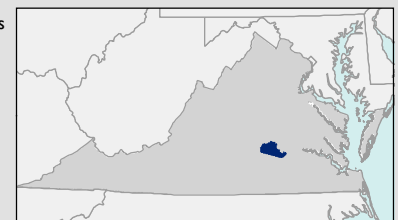
1:270,230

Coordinate System: NAD 1983 HARN Virginia Lambert

Data Sources: USGS, CIT, VGIN, VITA, US Census Bureau

Data Current as of October 2014

Virginia Broadband Map..... <http://gismaps.vita.virginia.gov/broadband>  
Virginia Office of Telework Promotion and Broadband Assistance... <http://www.wired.virginia.gov/>  
CGIT Broadband Planning and Analysis Toolbox..... <http://www.cgitt.vt.edu/broadband/>

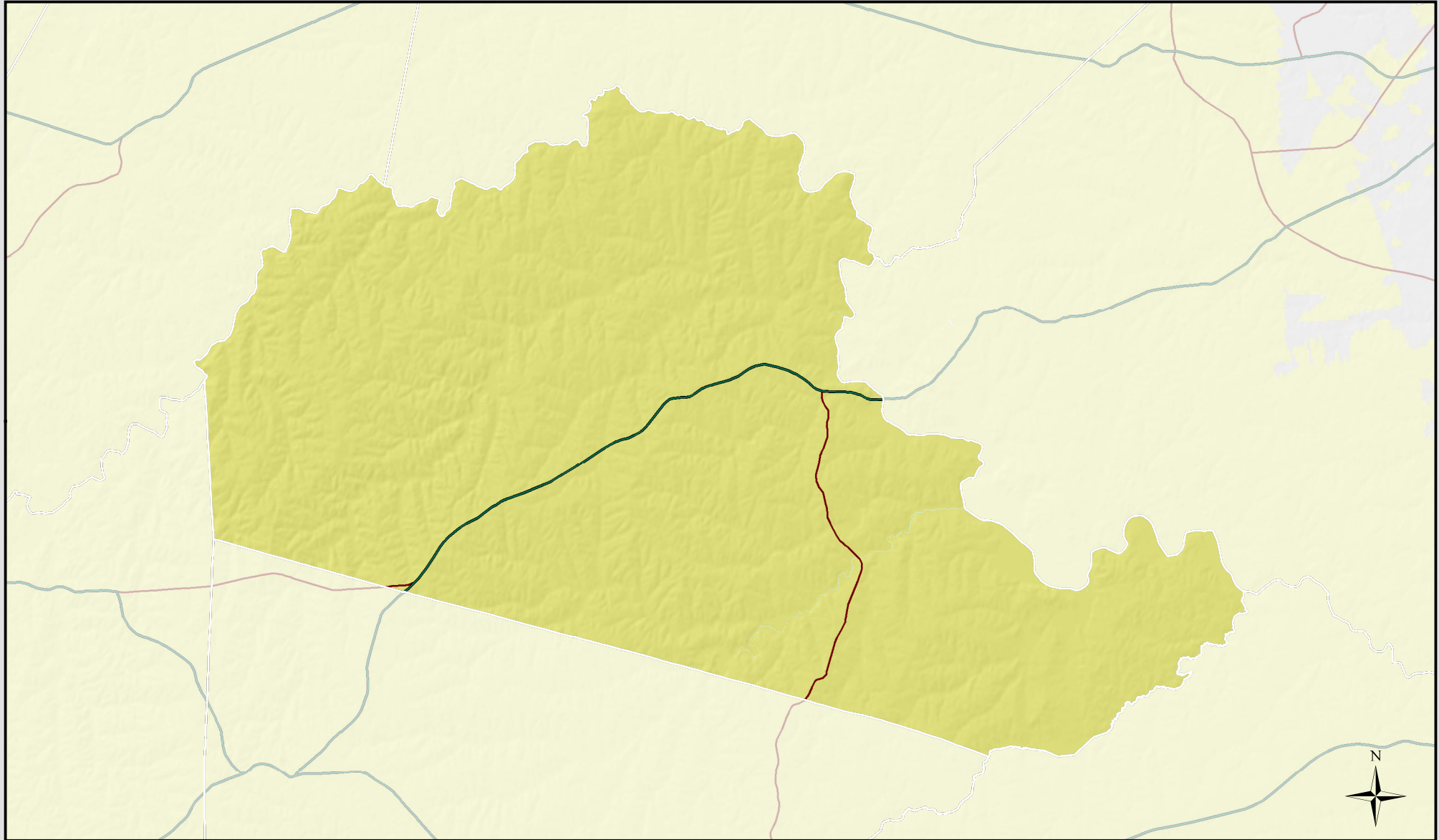


\*Data may not be complete or comprehensive

# Amelia County

## Fixed Wireless Coverage

ATTACHMENT 3C



Total population of Amelia County as of 2010: **12,690**  
Total area of Amelia County covered by Fixed Wireless: **0%**

**Fixed Wireless:** Fixed wireless enables broadband service by transmitting a signal through the air. This wireless service includes WiFi, Bluetooth, and other similar technologies (WiMAX and other proprietary wireless systems).

**Fixed Wireless Providers Maximum Advertised Speeds**

Download: Varies by locality, 768 Kbps - 25 Mbps  
Upload: Varies by locality, 200 Kbps - 25 Mbps

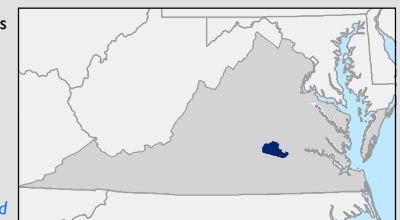
 **Fixed Wireless** 0 11 Miles

1:270,750

Coordinate System: NAD 1983 HARN Virginia Lambert

Data Sources: USGS, CIT, VGIN, VITA, US Census Bureau  
Data Current as of October 2014

Virginia Broadband Map..... <http://gismaps.vita.virginia.gov/broadband>  
Virginia Office of Telework Promotion and Broadband Assistance... <http://www.wired.virginia.gov/>  
CGIT Broadband Planning and Analysis Toolbox..... <http://www.cgitt.edu/broadband/>

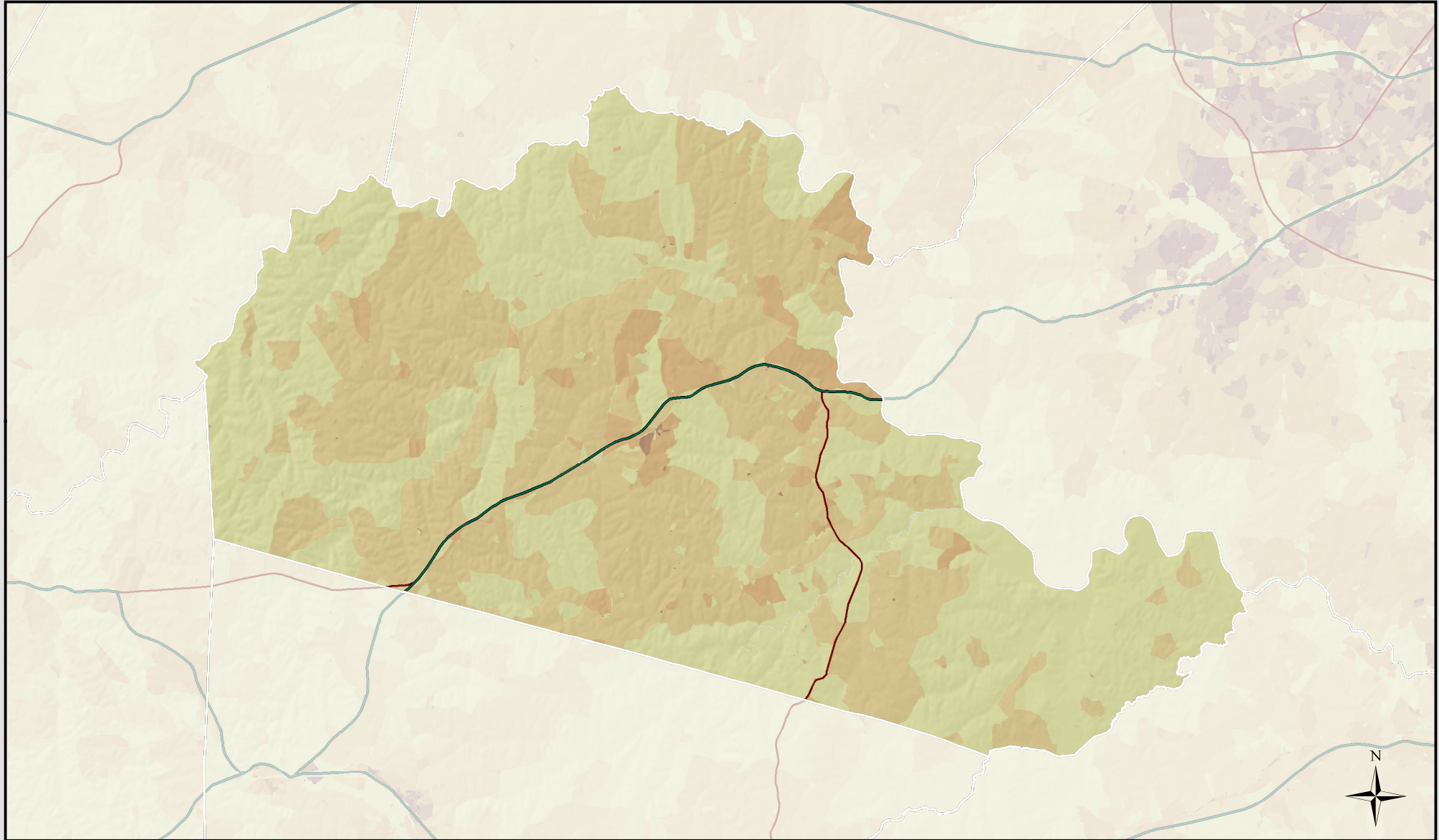


\*Data may not be complete or comprehensive

# Amelia County

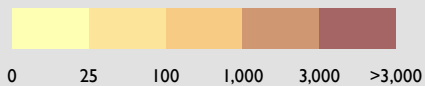
## Population

ATTACHMENT 3D



Total population of Amelia County as of 2010: 12,690

**Population Density (per sq. mi.)**



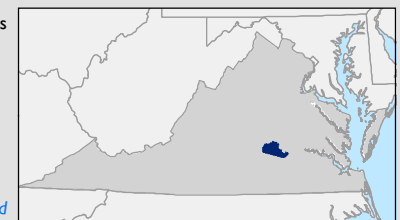
0 11 Miles

1:270,630

Coordinate System: NAD 1983 HARN Virginia Lambert

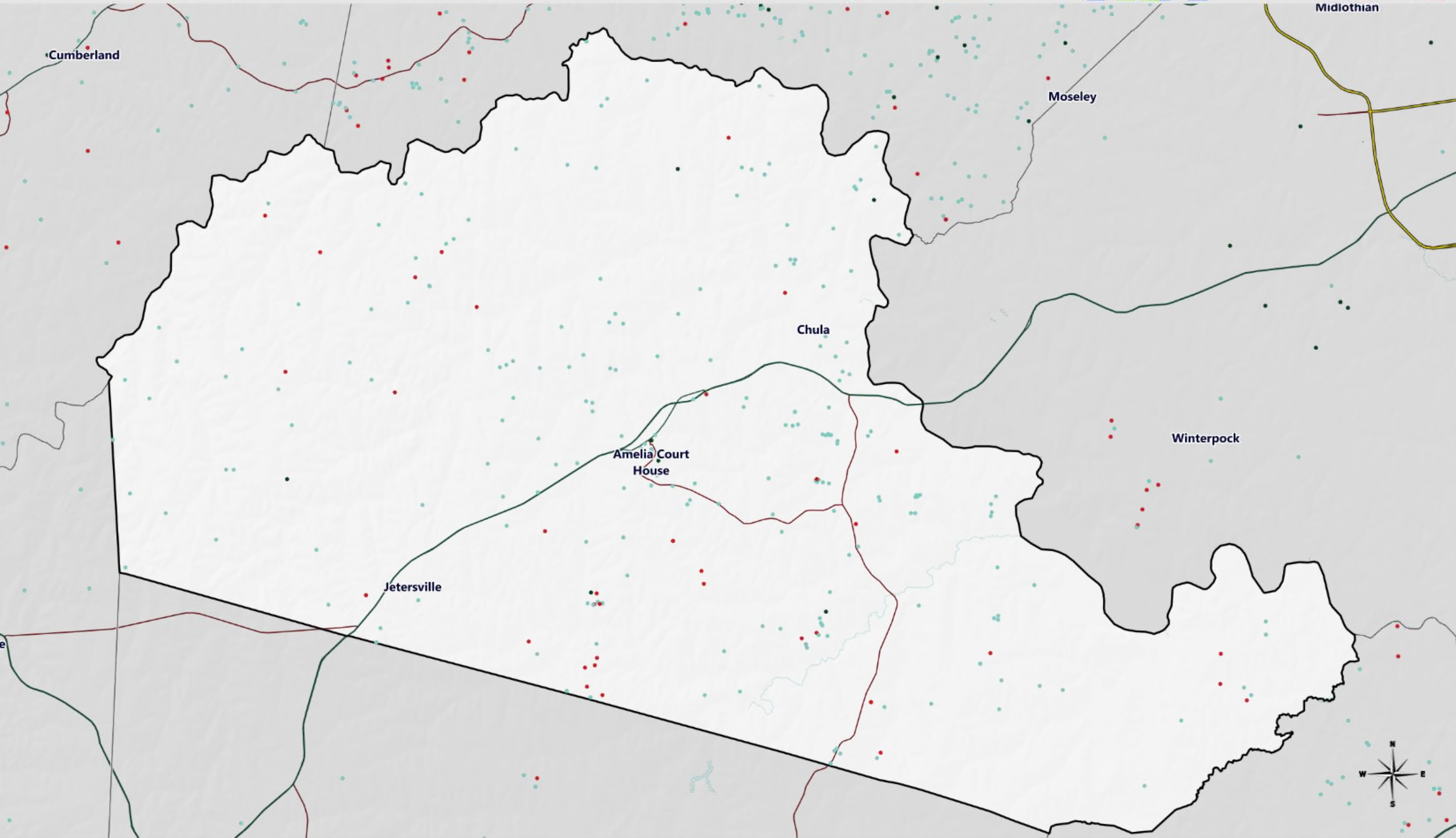
Data Sources: USGS, CIT, VGIN, VITA, US Census Bureau

Data Current as of October 2014



Virginia Broadband Map..... <http://gismaps.vita.virginia.gov/broadband>  
 Virginia Office of Telework Promotion and Broadband Assistance... <http://www.wired.virginia.gov/>  
 CGIT Broadband Planning and Analysis Toolbox..... <http://www.cgitt.edu/broadband/>

\*Data may not be complete or comprehensive



## Legend

- Service is satisfactory
- Service needs improvement
- Service not available

## At a Glance

Population: 12903

Population data from 2015 Census estimates

No, I am not interested in subscribing to an Internet service: 2

Yes, I am happy with my service: 7

No, but I would subscribe if there was a service available: 37

Yes, but would like improved services or other options: 231

RUOnline results from May 23, 2016 to August 16, 2016.

## About the Map

2 mi

Scale 1:217442



Projection: NAD 1983 HARN Virginia Lambert  
Data Sources: USGS, VGIN, VITA, US Census Bureau, CGIT  
Report generated on 10/27/2017  
Virginia Broadband Map [gismaps.vita.virginia.gov/broadband/](http://gismaps.vita.virginia.gov/broadband/)  
Virginia Office of Telework Promotion and Broadband Assistance [wired.virginia.gov](http://wired.virginia.gov)  
CGIT Broadband Planning & Analysis Toolbox [cgit.vt.edu/broadband/](http://cgit.vt.edu/broadband/)